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**CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY  
AND RELATED DOCUMENTS**

**ISSUED BY**

**THE GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES  
(AUTHORIZING BODY)**

**ISSUED TO**

**DETROIT PREP  
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF**

**DETROIT PREP**

**AS A**

**PUBLIC SCHOOL ACADEMY**

**DATED:  
JULY 1, 2016**

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## Contract to Charter a Public School Academy

Pursuant to Part 6a of the Revised School Code (“Code”), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees (“University Board”) issues a contract to Detroit Prep (the “Academy”), to be effective July 1, 2016, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

### ARTICLE I

#### DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever capitalized, shall have the meaning set forth in this section:

- a) **Academy** means the Michigan non-profit corporation authorized by this Contract.
- b) **Academy Board** means the Board of Directors of the Academy authorized by this Contract. **Academy Board member** or **Academy Director** means an individual who is a member of the Academy Board, whether in the past, present or future.
- c) **Applicable Law** means all state and federal law applicable to public school academies.
- d) **Applicant** means the person or entity that submitted the public school academy application to the University for the establishment of the Academy.
- e) **Application** means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- f) **Authorization Resolution** means the resolution adopted by the Grand Valley State University Board of Trustees approving the issuance of a Contract.
- g) **Charter School** means public school academy.
- h) **Code** means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- i) **Contract** means, in addition to the definitions set forth in the Code, the Terms and Conditions and the Schedules.



- j) **Educational Service Provider or “ESP”** means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the Charter Schools Office Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- k) **Fund Balance Deficit** means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing from, or monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- l) **Management Agreement or ESP Agreement** means an agreement as defined under section 503c of the Code, MCL 380.503c that has been entered into between an ESP and the Academy Board for operation and/or management of the Academy, which has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the CSO Educational Service Provider Policies as they may be amended from time to time, and Applicable Law.
- m) **Master Calendar of Reporting Requirements (MCRR)** means the compliance certification duties required of the Academy by the University Board. The University Charter Schools Office may amend the MCRR each fiscal year or at other times as deemed appropriate by the University President. These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract amendment procedures under Article IX of these Terms and Conditions.
- n) **Method of Selection Resolution** means the resolution adopted by the University Board providing for the method of selection, length of term, number of members, qualification of Board Academy members and other pertinent provisions relating to the Academy Board.
- o) **Resolution** means any resolution adopted by the Grand Valley State University Board of Trustees.

- p) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.
- q) **Terms and Conditions** means this document entitled Terms and Conditions of Contract issued by the Grand Valley State University Board of Trustees.
- r) **University** means Grand Valley State University established pursuant to Article VIII, Sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.841 *et seq.*
- s) **University Board** means the Grand Valley State University Board of Trustees.
- t) **University Charter Schools Hearing Panel** or **Hearing Panel** means such person(s) as designated by the University President.
- u) **University Charter Schools Office** or **CSO** means the office the University Board, by issuance of this Contract, hereby designates as the point of contact for public school academy applicants and public school academies authorized by the University Board. The University Charter Schools Office is also responsible for managing, implementing, and overseeing the University Board's responsibilities with respect to the Contract.
- v) **University Charter Schools Office Director** or **CSO Director** means the person designated by the University President to administer the operations of the University Charter Schools Office.
- w) **University President** means the President of Grand Valley State University or his or her designee.

Section 1.2. Schedules. All Schedules to this Contract are part of this Contract.

Section 1.3. Statutory Definitions. Statutory terms defined in the Code shall have the same meaning in this Contract.

Section 1.4. Application. The Application submitted to the University Board for the establishment of the Academy is incorporated into, and made part of, this Contract. In the event that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.

Section 1.5. Conflicting Contract Provisions. In the event that there is a conflict between the language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the Method of Selection Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution and the Authorizing Resolution; and

(iv) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution, Authorizing Resolution and these Terms and Conditions.

## **ARTICLE II**

### **ROLE OF GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY**

Section 2.1. University Board Resolutions. For purposes of this Contract, the University Board has adopted the following resolutions:

(a) Method of Selection Resolution. The University Board has adopted the Method of Selection Resolution, which is incorporated into this Contract as part of Schedule 1. At anytime and at its sole discretion, the University Board may amend the Method of Selection Resolution. Upon University Board approval, changes to the Method of Selection Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of the Terms and Conditions.

(b) Authorizing Resolutions. The University Board has adopted the Authorizing Resolution, which is incorporated into this Contract as part of Schedule 1.

Section 2.2. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Contract incorporated into this Contract as Schedule 5. Additionally, the Academy shall be responsible for the following:

- a) In the event that the University President determines that the Academy's educational outcomes should be reviewed to help determine if the Academy is meeting the educational goals set forth in the Schedules, the University President, at his or her discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to both the Academy and the University President. The Academy shall pay for the expense of the evaluation. In addition, at any time, the University President may require an evaluation of student performance to be selected by and at the expense of the University. The Academy shall cooperate with the evaluation, including any student testing required.
- b) Within ten (10) days of receipt, the Academy shall notify the University Charter Schools Office of correspondence received from the Department of Education or State Board of Education that requires a written or formal response.
- c) Within ten (10) days of receipt, the Academy shall report to the University Charter Schools Office and the University Counsel Office any litigation or formal proceedings

alleging violation of Applicable Law or contractual agreement against the Academy, its officers, employees, agents, and/or contractors.

- d) The Academy shall permit review of the Academy's records and inspection of its premises at any time by representatives of the University. Normally, such inspections shall occur during the Academy's hours of operation and after advance notice to the Academy.
- e) The Academy shall provide the Charter Schools Office with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and shall provide necessary approvals for the Charter Schools Office to access electronic information received or stored by the State of Michigan including, but not limited to, the Department of Education or other agency authorized by the State to collect school data.
- f) The Academy shall submit audited financial statements, including auditor's management letters and any exceptions noted by the auditors, to the University Charter Schools Office. The financial statements and auditor's management letters shall be submitted to the University Charter Schools Office within ninety (90) days after the end of the Academy's fiscal year.
- g) The Academy shall provide the University Charter Schools Office with a copy of the proposed annual budget for the upcoming fiscal year of the Academy no later than July 1st. The Academy Board is responsible for establishing, approving and amending the annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, and for providing all amendments and revisions to the University Charter Schools Office following Academy Board approval.
- h) The Academy shall provide to the University Charter Schools Office minutes of all Academy Board meetings no later than fourteen (14) days after such meeting.

Section 2.3. University Board Administrative Fee. During the term of this Contract, the Academy shall pay the University Board an administrative fee of 3% of the state school aid payments received by the Academy. For purposes of this Contract, state school aid payments received by the Academy in July and August in any given year shall be deemed to have been received by the Academy during the Contract term. This fee shall be retained by the University Board from each state school aid payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for issuing the Contract and overseeing the Academy's compliance with the Contract and all Applicable Law. Additionally, this fee may be used to fund college readiness work and scholarships for academies that are in compliance with this Contract.

Section 2.4. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. The University Board shall, within three (3) business days, forward to the Academy all state school aid funds or other public or private funds received by the

University Board for the benefit of the Academy. The University Board shall retain any amount owed to the University Board by the Academy pursuant to this Contract. For purposes of this section, the responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 4.

Section 2.5. Authorization of Employment. The Academy may employ or contract with personnel. If the Academy contracts for personnel with an Educational Service Provider, the Academy shall submit a draft of the proposed agreement to the University Charter Schools Office for review. The University Charter Schools Office may disapprove the proposed agreement if it contains provisions in violation of this Contract or Applicable Law. No ESP agreement shall be effective unless and until the agreement complies with Section 11.12 of these Terms and Conditions. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. The Academy Board shall prohibit any individual from being employed by the Academy, an ESP, or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. The Academy shall be responsible for carrying worker's compensation insurance and unemployment insurance for its employees.

Section 2.6. Financial Obligations of the Academy are Separate from the State of Michigan, University Board and the University. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the University Board, or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.7. Academy Has No Power to Obligate or Bind State of Michigan, University Board or the University. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

Section 2.8. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract term set forth in Section 12.14 without any further action of either the Academy or the University Board. Prior to the end of the Contract term, the University Board shall provide a description of the process and standards by which the Academy may be considered for the issuance of a new contract. The timeline for consideration of

whether to issue a new contract to the Academy shall be solely determined by the University Board. The standards for issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not issue a new contract. The University Board, at its sole discretion, may change its process and standards for issuance of a contract at anytime, and any such changes shall take effect automatically without the need for any amendment to this Contract. Consistent with the Code, the University Board may elect, at its sole discretion, not to consider the issuance of a contract, consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

### **ARTICLE III**

#### **REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION**

Section 3.1. Governmental Agency or Entity and Political Subdivision. The Academy shall act exclusively as a governmental agency or entity and political subdivision.

Section 3.2. Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.5 and Section 6.15 of the Terms and Conditions, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

### **ARTICLE IV**

#### **PURPOSE**

Section 4.1. Academy's Purpose. The Academy Board shall identify the purpose or mission of the Academy. Any subsequent changes to the Academy's purpose or mission shall be carried out by amendment in accordance with Article IX of these Terms and Conditions. The Academy's stated purpose or mission shall be set forth in the Schedules.

## **ARTICLE V**

### **CORPORATE STRUCTURE OF THE ACADEMY**

Section 5.1. Articles of Incorporation. Unless amended pursuant to Section 9.2 of Article IX herein, the Articles of Incorporation of the Academy, as set forth in Schedule 2, shall be the Articles of Incorporation of the Academy. The Academy Board represents to the University Board that Schedule 2 includes all amendments to the Academy's Articles of Incorporation as of the date set forth above.

Section 5.2. Bylaws. Unless amended pursuant to Section 9.3 of Article IX herein, the Bylaws of the Academy, as set forth in Schedule 3, shall be the Bylaws of the Academy. The Academy Board represents to the University Board that Schedule 3 includes all amendments to the Academy's Bylaws as of the date set forth above.

## **ARTICLE VI**

### **OPERATING REQUIREMENTS**

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the governance structure as set forth in its Bylaws. The Academy's Board of Directors shall meet at least six times per fiscal year, unless another schedule is mutually agreed upon by the University President or Designee and the Academy.

Section 6.2. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of the University. The University shall not be required to receive any contributions or donations for the benefit of the Academy. If the University receives contributions or donations for the benefit of the Academy, it shall forward such funds to the Academy within three (3) business days of receipt.

Section 6.3. Educational Goals and Programs. The Academy shall pursue the educational goals and programs identified and contained in the Schedules. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils. Such goals and programs may be amended pursuant to Section 9.1 of Article IX of the Terms and Conditions. Upon request, the Academy shall provide the University Charter Schools Office with a written report, along with supporting data, assessing the Academy's progress toward achieving its goal(s).

Section 6.4. Curriculum. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in the Schedules. Any changes to the curricula shall be administered pursuant to Section 9.1 of Article IX of the Terms and Conditions, and such

proposed curricula shall be designed to achieve the Academy's overall educational goals and State's educational assessment objectives.

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the approved Michigan state standardized assessment designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to suspend, terminate, or not issue a new contract at the end of the Contract, or revoke the Contract.

Section 6.6. Staff Responsibilities. Subject to Section 2.5 Article II of the Terms and Conditions, the University Board authorizes the Academy to employ or contract with an Educational Service Provider. A copy of the ESP agreement shall be included in the Schedules.

Section 6.7. Admission Policy. The Academy shall comply with all application, enrollment, and admissions policies and criteria required by Applicable Law. A copy of the Academy's admission policies and criteria are set forth in the Schedules. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the University Charter Schools Office that demonstrates the following:

- a) the Academy has made a reasonable effort to advertise its enrollment efforts to all pupils; and
- b) the Academy's open enrollment period was for a duration of at least 2 weeks and permitted the enrollment of pupils by parents at times in the evening and on weekends.



Section 6.8. School Calendar/School Day Schedule. The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by Applicable Law. The Academy agrees to make available to the CSO Office a copy of the School Calendar/School Day Schedule for each academic school year no later than July 1<sup>st</sup>. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into the Schedules, without the need for an amendment under Article IX of the Terms and Conditions.

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate Kindergarten through Eighth grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.1 of Article IX of the Terms and Conditions.

Section 6.10. Annual Financial Audit. The Academy shall conduct an annual financial audit prepared and reviewed by an independent certified public accountant in accordance with generally accepted governmental auditing principles. The Academy shall submit the annual financial statement audit and auditor's management letter to the Charter Schools Office in accordance with the MCRR. The Academy Board shall provide to the Charter Schools Office a copy of any responses to the auditor's management letter in accordance with the MCRR.

Section 6.11. Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations. The proposed address and physical plant description of the Academy's proposed site or sites is set forth in Schedule 7-8. Following Academy Board and University Board approval, proposed changes to the address and description of any site or sites shall be incorporated into this Contract by amendment. With the approval of the University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 7-8 are under the direction and control of the Academy Board.

The University Board's process for evaluating and approving the same configuration of age or grade levels at more than one (1) site is as follows:

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the University Charter Schools Office an application for site expansion, in a form or manner determined by the University Charter Schools Office. The application for site expansion shall include all information requested by the University Charter Schools Office, including detailed information about the site, revised budget, renovation and site improvement costs, the Academy's proposed operations at the site, and the information provided in Contract Schedules 7-8. Upon receipt of a complete application for site expansion, the University Charter Schools Office shall review the application for site expansion and make a recommendation to the University Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the University Charter Schools Office of the application for site expansion shall include a determination by the Charter Schools Office that the Academy is operating in

compliance with the Contract and is making measureable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request following submission by the University Charter Schools Office of a positive recommendation.

If the University Board approves the Academy Board's site expansion request, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University Board reserves the right to modify, reject, or approve any application for site expansion in its sole and absolute discretion.

Section 6.12. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles, and accounting system requirements that comply with Applicable Law.

Section 6.13. Placement of University Student Interns. The Academy may be a placement site for University students who are in education or other pre-professionals in training to serve in public schools. Such placement shall be without charge to the University and subject to other terms and conditions as the Academy and the University agree.

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

Section 6.15. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft and final copy of the agreement to the University Charter Schools Office for review and retention.

Section 6.16. Posting of Adequate Yearly Progress (AYP) and Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the adequate yearly progress status and accreditation status of each school in accordance with section 1280E of the Code, MCL 380.1280E.

## **ARTICLE VII**

### **TUITION PROHIBITED**

Section 7.1. Tuition Prohibited: Fees and Expenses. The Academy shall not charge tuition. The Academy may impose fees and require payment of expenses for activities of the Academy where such fees and payments are not prohibited by law.

## ARTICLE VIII

### COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS

Section 8.1. Compliance with Part 6a of the Code. The Academy shall comply with Part 6a of the Code.

Section 8.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. The Academy may expend funds from the State School Aid Act for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 8.3. Open Meetings Act. Pursuant to Section 503(6)(a) of the Code, the Academy Board shall conduct all of its meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 8.4. Freedom of Information Act. Pursuant to Section 503(6)(b) of the Code, the records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 8.5. Public Employees Relation Act. Pursuant to Section 503(6)(c) of the Code, the Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.217 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 8.6. Prevailing Wage on State Contracts. The Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 1965, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

Section 8.7. Uniform Budgeting and Accounting Act. The Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

Section 8.8. Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing money and issuance of bonds, the Academy shall comply with section 1351a of the Code and Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws, except that the borrowing of money and issuance of bonds by the Academy is not subject to section 1351a(4) or

section 1351(2) to (4) of the Code. Bonds issued by the Academy are subject to the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821.

Section 8.9. Non-discrimination. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 *et seq.* or any successor law.

Section 8.10. Other State Laws. The Academy shall comply with other state laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.11. Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

## **ARTICLE IX**

### **AMENDMENT**

Section 9.1. Process for Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. Except as provided in Sections 2.1, 5.1 and 6.11, the University Board delegates to its University President the review and approval of changes or amendments to this Contract. The Academy Board may delegate the same authority to the Academy Board President. The Contract shall be amended upon agreement and approval of the respective authorized designees.

Section 9.2. Process for Amending Academy Articles of Incorporation. The Academy Board, or any authorized designee of the Academy Board, may propose changes to the Academy's Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles upon approval by the President or Designee of the University after review and recommendation by the University's Legal Counsel. Upon University approval, the Academy Board's authorized designee is authorized to file the amendment to the Academy's Articles of Incorporation with the appropriate state agency. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the University Charter Schools Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the University Charter Schools Office. If the University identifies a provision in the Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or other reason, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Articles of Incorporation to make them consistent with the Contract. If the change is requested by the University, the University shall reimburse the Academy for the filing fees payable to the Michigan Department of Labor and Economic Growth.

Section 9.3. Process for Amending Academy Bylaws. The Academy Board shall submit proposed Bylaw changes to the Charter Schools Office, for review and comment, at least thirty (30) days prior to Academy Board adoption. The Academy's Bylaws, and any subsequent or proposed changes to the Academy's Bylaws, shall not violate or conflict with the Contract. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with Applicable Law or this Contract, the Academy Board's Bylaws shall be automatically void and the Academy Board shall amend the identified provision to be consistent with Applicable Law and the Contract. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt by the University Charter Schools Office of a duly authorized Academy Board Bylaw change made in accordance with this Section 9.3.

Section 9.4. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law, which alters or amends the responsibilities and obligations of either the Academy or the University Board, this Contract shall be altered or amended to reflect the change in existing laws as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the University Board shall conform to and be carried out in accordance with the change in Applicable Law.

## **ARTICLE X**

### **TERMINATION, SUSPENSION AND REVOCATION**

Section 10.1. Grounds and Procedures for Academy Termination of Contract. At anytime and for any reason, the Academy Board may terminate this Contract. The Academy Board shall notify the CSO Director in writing of the request for the termination of the Contract not less than ten (10) calendar months in advance of the effective date of termination. The University Board, in its sole discretion, may waive the ten (10) month requirement. A copy of the Academy Board's resolution approving the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the written termination request.

Section 10.2. Termination by University Board. The University Board may terminate this Contract before the end of the Contract Term as follows:

(a) Termination Without Cause. Except as otherwise provided in subsections (b), (c) or (d), the University Board, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place less than ten (10) calendar months from the date of the University Board's resolution approving such termination. The Charter Schools Office shall provide notice of the termination to the Academy. If during the period between the University Board's action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the University Board may elect to initiate suspension or revocation of the Contract as set forth in this Article X.

(b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then the University Board may terminate the Contract at the end of the Academy's school fiscal year in which the University Board's decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:

(i) the issuance of an order by the Superintendent of Public Instruction, pursuant to Section 1280c of the Code, placing the Academy under the supervision of the State School Reform/Redesign Officer; or

(ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c of the Code.

(c) Automatic Termination Caused By Placement of Academy in State School Reform / Redesign School District. If the Academy is notified by the State that the Academy will be placed in the State School Reform/Redesign School District pursuant to Section 1280c of the Code, then the University Board may terminate this Contract at the end of the current school year.

(d) Automatic Termination For Failure to Satisfy Requirements During the Initial Term of Contract. If the Academy fails to satisfy the requirements set forth in Section 12.14 during the initial term of Contract, then this Contract shall automatically terminate on the date set forth in Section 12.14.

The revocation procedures in Section 10.6 shall not apply to a termination of this Contract under this section.

Section 10.3. Contract Suspension. The University Board's process for suspending the Contract is as follows:

a) University President Action. If the University President determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board (i) has placed the health or safety of the staff and/or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Section 6.11, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; or (iv) has willfully or intentionally violated this Contract or Applicable Law, the University President may immediately suspend the Contract. If the conditions or circumstances involve an alleged violation of Sections 10.5(e) or (f), the University President is authorized to suspend the Contract immediately pending completion of the procedures set forth in Section 10.6. Unless otherwise specified in the suspension notice, the

Academy shall cease operations on the date on which the suspension notice is issued. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel if applicable. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.

- b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the University President to suspend the Contract may be retained by the University Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury.
- c) Immediate Revocation Proceeding. If the Academy Board, after receiving a Suspension Notice from the University President continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a Revocation Hearing in accordance with the procedures set forth in Section 10.6(e) of the Terms and Conditions. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the University Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with Section 10.6(f) through (i).

Section 10.4 Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.7, this Contract may also be revoked by the University Board upon a determination by the University Board, pursuant to the procedures set forth in Section 10.6, that one or more of the following has occurred:

- a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals set forth in this Contract;
- b) Failure of the Academy to comply with all Applicable Law;
- c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or
- d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.5. Other Grounds for University Board Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation of the Contract set forth in Section 10.7, the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- a) The Academy is insolvent, has been adjudged bankrupt, or has operated for one or more school fiscal year(s) with a Fund Balance Deficit;
- b) The Academy has insufficient enrollment to successfully operate the Academy, or the Academy has lost more than twenty-five percent (25%) of its student enrollment from the previous school year;
- c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services, without first obtaining University President or Designee approval;
- e) The University Board discovers grossly negligent, fraudulent or criminal conduct by the Applicant, the Academy's directors, officers, employees or agents in relation to their performance under this Contract;
- f) The Applicant, the Academy's directors, officers or employees have provided false or misleading information or documentation to the University Board in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law;
- g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the University Board;  
or
- h) The University Board, its trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any educational management agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.11 of the Terms and Conditions.

Section 10.6. University Board Procedures for Revoking Contract. Except for the automatic revocation process set forth in Section 10.7 or the termination of Contract by the University Board in Section 10.2, the University Board's process for revoking the Contract is as follows:

- a) Notice of Intent to Revoke. The CSO Director or other University representative, upon reasonable belief that such grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.



- b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the CSO Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the CSO Director prior to a review of the Academy Board's response.
- c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, whichever is sooner, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the CSO Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be withdrawn if the CSO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal.
- d) Plan of Correction May Include Conditions to Satisfy University Board's Contract Reconstitution Obligation. As part of the Plan of Correction, the CSO Director may reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board members; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawal of the Academy's authorization to contract with an ESP; or (iv) the appointment of a new Academy Board of directors or a conservator/trustee to take over operations of the Academy. The University Charter Schools Office shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a

reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure under section 1280c of the Code.

- e) Request for Revocation Hearing. The CSO Director or other University representative may initiate a revocation hearing before the University Charter Schools Hearing Panel if the CSO Director determines that any of the following has occurred:
- i) the Academy Board has failed to timely respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);
  - ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;
  - iii) the Academy Board's response admits violations of the Contract or Applicable Law which the CSO Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the CSO Director determines that a Plan of Correction cannot be formulated;
  - iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
  - v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);
  - vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
  - vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The CSO Director or other University representative shall send a copy of the Request for Revocation Hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The Request for Revocation Hearing shall identify the reasons for revoking the Contract.

- f) Hearing before University Charter Schools Hearing Panel. Within thirty (30) days of the date of a Request for Revocation Hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the Notice of Hearing to the University Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the CSO Director's request for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the CSO Director or other University Representative. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the University and the Academy. The CSO Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side.

The Hearing Panel, may, however, question the CSO Director and one or more members of the Academy Board. Within thirty (30) days of the Revocation Hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. In its discretion, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the University Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.

- g) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available copies of the Hearing Panel's recommendation and the transcript of the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the University Charter Schools Office, the Academy Board and the Michigan Department of Education.
- h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board, but no later than the last day of the Academy's current academic year.
- i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be held by the University Board and returned to the Michigan Department of Treasury.
- j) Disposition of District Code Number. Notwithstanding any other provision of the Contract, after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, the district code number shall remain under the direction and control of the State Board of Education and/or its designated representative.

Section 10.7. Automatic Revocation by State of Michigan. If the University Board is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6a of the Code ("State's Automatic Closure Notice"), and the Academy is currently not undergoing a reconstitution as part of a Plan of Correction developed under Section 10.6, then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract

shall automatically be revoked at the end of the current school year in which the notice is received without any further action of the University Board or the Academy. The University Board's revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State's Automatic Closure Notice, the University Charter Schools Office shall forward a copy of the State's Automatic Closure Notice to the Academy Board and request a meeting with Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are included in the State's Automatic Closure Notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State's Automatic Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education.

Section 10.8. Material Breach of Contract. The issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280C of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer, shall constitute a material breach of this Contract. Following the issuance of the order, the University Charter Schools Office shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to the University Charter Schools Office. In addition to other matters, the corrective action plan shall include the Academy's redesign plan prepared pursuant to section 1280C of the Code. The development of a corrective action plan under this Section 10.8 shall not in any way limit the rights of the University Board to terminate, suspend, or revoke this Contract.

Section 10.9. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, when the University Board determines that conditions or circumstances exist to lead the University Board to believe that the health, safety, educational or economic interest of the Academy or its students is at risk, the University Board may take immediate action against the Academy pending completion of the procedures described in Sections 10.6. The University Board may appoint a conservator/ trustee to manage the day-to-day operations of the Academy in place of the Academy Board. A conservator/ trustee appointed by the University Board shall have all the powers and authority of the Academy Board under this Contract and Applicable Law. Upon the appointment of a conservator/ trustee, the appointment and term of office for each Academy Board member shall cease. If this section has been implemented and the Hearing Panel under Section 10.6 determines the revocation to be appropriate, the revocation shall become effective immediately upon the University Board's decision.

## ARTICLE XI

### PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. Grand Valley State University Faculty Employment in the Academy. Subject to the ability of the Academy to reach separate agreement on the terms, the Academy is permitted to use University faculty as classroom teachers in any grade.

Section 11.2. The Academy Faculty Appointment to Grand Valley State University Faculty. Nothing in this Contract shall prohibit a member of the Academy faculty from being appointed to or serving as a member of the University faculty.

Section 11.3. Student Conduct and Discipline. The Academy Board shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline.

Section 11.4. Insurance. The Academy shall secure and maintain in its own name as the “first named insured” at all times the following insurance coverage:

- a) Property insurance covering all of the Academy’s real and personal property, whether owned or leased;
- b) General/Public Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form);
- c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) (Occurrence Form);
- d) Workers’ Compensation or Worker’ Compensation without employees (this is considered minimum premium, “if any” insurance) (statutory limits) and Employers’ Liability insurance with a minimum of one million dollars (\$1,000,000);
- e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);
- f) Crime including employee dishonesty insurance with a minimum of five hundred thousand dollars (\$500,000); and
- g) Employment Practices Liability insurance with a minimum of one million dollars (\$1,000,000) per claim/aggregate (Claims Made or Occurrence Form).
- h) Umbrella with a minimum \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000 limit.

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The insurance carrier(s) must be an “A” best rating or better. The Academy may join with other public school academies to obtain insurance if the Academy finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured with its own limits, i.e. no sharing of limits.

The Academy shall list the University Board and the University on the insurance policies as an additional insured with primary coverage on insurance coverage listed in (b), (c), (e), and (g) above. The Academy shall have a provision included in all policies requiring notice to the University, at least thirty (30) days in advance, upon termination or non-renewal of the policy or of changes in insurance carrier or policy limit changes. In addition, the Academy shall provide the University President copies of all insurance certificates and endorsements required by this Contract. The Academy shall also provide to the University Charter Schools Office an entire copy of the insurance policies. The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimum may be required depending upon academic offerings and program requirements.

The Academy understands that the University’s insurance carrier periodically reviews the types and amounts of insurance coverage that the Academy must secure in order for the University to maintain insurance coverage for authorization and oversight of the Academy. In the event that the University’s insurance carrier requests additional changes in coverage identified in this Section 11.4, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University’s insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.5. Transportation. The Academy Board may enter into contract with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation. In the event that the Academy Board contracts for transportation services, the Academy Board shall ensure that the company providing the transportation services is properly licensed in accordance with Applicable Law, and that the company conducts criminal background and history checks on its drivers and other personnel who have direct contact with pupils in accordance with the Code.

Section 11.6. Extracurricular Activities and Interscholastic Sports. The Academy is authorized to join any organization, association, or league, which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 11.7. Legal Liabilities and Covenants Not to Sue. The Academy and Academy Board members acknowledge and agree that they have no authority to extend the faith and credit

of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy and Academy Board members hereby covenant not to sue the University Board, the University or any of its trustees, officers, employees, agents or representatives for any matters that arise under this Contract or otherwise. The University does not assume any obligation with respect to any Academy Director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.8. Lease or Deed for Proposed Single Site(s). The Academy shall provide to the designee of the University Board copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed and site information shall be incorporated into the Schedules.

Section 11.9. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that all physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates. The Academy Board shall not conduct classes at any site until the Academy has complied with this Section 11.9. Copies of these certificates shall be incorporated into the Schedules.

Section 11.10. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy.

Section 11.11. Educational Service Provider Agreements. The Academy may enter into an ESP Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For the purposes of this Contract, an employee leasing agreement shall be considered an ESP Agreement, and an employee leasing company shall be considered an ESP. The Academy board must retain independent legal counsel to review and advise on the negotiation of the ESP agreement. Legal counsel for the Academy shall not represent the ESP or an ESP owner, director, officer, or employee. The ESP agreement must be an arms-length, negotiated agreement between an informed Academy Board and the ESP.

Prior to entering any ESP Agreement with an ESP, the Academy shall submit a copy of the final draft ESP Agreement to the University charter Schools Office in a form or manner consistent with the ESP policies of the University Charter Schools Office, which are incorporated into and be deemed part of this Contract. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended policies shall automatically apply to the Academy without any amendment under Article IX of this Contract. The University Charter Schools Office may disapprove the proposed ESP Agreement submitted by the Academy if the ESP Agreement is contrary to this Contract or Applicable Law.

Any subsequent amendment to an ESP Agreement shall be submitted for review by the University Charter Schools Office in the same form and manner as a new ESP Agreement.

Section 11.12. Required Provisions for Educational Service Provider Agreements. Any ESP agreement entered into by the Academy must contain the following provisions:

“Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board’s approval of the Application, the University Board’s consideration of or issuance of a Contract, the Academy’s preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the ESP, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.”

“Revocation or Termination of Contract. If the Academy’s Contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy’s Contract is revoked or termination without further action of the parties.”

“Compliance with Academy’s Contract. The ESP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy’s obligations under the Academy’s Contract issued by Grand Valley State University Board of Trustees. The provisions of the Academy’s Contract shall supersede any competing or conflicting provisions contained in this Agreement.”

“Compliance with Section 503c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy’s website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.”



Section 11.13. Additional Required Provisions for Educational Service Provider Agreements. ESP agreements must include provisions that define the following, according to the standards set forth in Contract Schedule 6:

1. Roles and responsibilities of the parties
2. Services and resources provided by the ESP
3. Fee or expense payment structure
4. Financial control, oversight, and disclosure
5. Renewal and termination of the agreement

Section 11.14. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants With Public Entities statute, Act No. 317 of the Public Acts of 1968, being MCL 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed a prohibited conflict of interest for purposes of this Contract:

(a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or consultant of an educational service provider or an employee leasing company that has an ESP agreement with the Academy;

(b) An individual simultaneously serving as an Academy Board member and an Academy employee;

(c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;

(d) An individual simultaneously serving as an Academy Board member and as a member of the governing board of another public school; and

(e) An individual simultaneously serving as an Academy Board member and a University employee, official, or consultant, to the University.

Section 11.15. Certain Familial Relationships Prohibited. The Academy Board shall prohibit specifically identified family relationships pursuant to applicable law and the Terms and Conditions of this contract. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

(a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:

- (i) Is employed by the Academy;

- (ii) Works at or is assigned to the Academy
- (iii) Has an ownership, officer, policy making, managerial, administrative, non-clerical or other significant role with the Academy's ESP or employee leasing company.

Section 11.16. Academy Board Legal Counsel. If the Academy Board obtains Legal Counsel, Legal Counsel must be independent of and not representing the ESP, or ESP owner, director, officer, or employee.

Section 11.17. Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 11.18. Oath of Public Office. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign, and file the constitutional oath of office with the Charter Schools Office.

Section 11.19. Information Available to the Public and University.

(a) Information to be provided by the Academy. In accordance with Applicable Law, the Academy shall make information concerning its operation and management, including without limitation information in Schedule 6, available to the public and University in the same manner and to the same extent as is required for public schools and school districts.

(b) Information to be provided by Educational Service Providers. The agreement between the Academy and the ESP shall contain a provision requiring the ESP to make information concerning the operation and management of the Academy, including the information in Schedule 6, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under subparagraph (a).

Section 11.20. University Board Invitation to Apply to Convert Academy to School of Excellence. If the University Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6e of the Code, MCL 380.551 et seq. ("Part 6e"), and the University Board determines that the Academy meets the University Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the University Board may invite the Academy to submit an application to apply for a contract to convert the Academy to a School of Excellence. In accordance with the Code, the University Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

## ARTICLE XII

### GENERAL TERMS

Section 12.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given; (i) upon actual delivery, if delivery by hand; or (ii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other person or address as the respective party may designate by notice delivered pursuant hereto:

If to Grand Valley State University Board of Trustees:

Charter Schools Office Director  
Grand Valley State University  
201 Front Avenue, SW., Suite 310  
Grand Rapids, Michigan 49504

If to Academy:

Detroit Prep  
Attn: Board President  
2411 Iroquois  
Detroit, MI 48214

Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of Applicable Law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.3. Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 12.4. Entire Contract. This Contract sets forth the entire agreement between the University Board and the Academy with respect to the subject matter of this Contract. All prior application materials, contracts, representations, statements, negotiations, understandings, and undertakings, are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either party.

Section 12.6. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.7. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify and hold the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's receipt, consideration or approval of the Application, the University Board's approval of the Method of Selection Resolution or the Authorizing Resolution, legal challenges to the validity of Part 6a of the Code or actions taken by the University Board as an authorizing body under Part 6a of the Code, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

Section 12.8. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.9. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.10. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board and no other person or entity, including without limitation, the ESP. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.11. Non-agency. It is understood that the Academy is not the agent of the University.

Section 12.12. Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.13. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.14. Term of Contract.

(a) Initial Term of Contract. Except as otherwise provided in Section 12.14 (b) and (c) set forth below, this Contract shall commence on July 1, 2016, and shall remain in full force and effect for seven (7) years until June 30, 2023, unless sooner terminated according to the terms hereof.

(b) Termination of Contract During Initial Term of Contract. Consistent with the procedures set forth in this Section 12.14(b), this Contract will terminate on June 30, 2017 if the Academy fails to satisfy all of the following conditions:

- (i) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's agreements with any Educational Service Provider. The terms and conditions of the agreements must be acceptable to the University President.
- (ii) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's real property leases, sublease or other agreements set forth in the Schedules.
- (iii) The Academy, through legal counsel, shall provide a legal opinion to the Charter Schools Office Director confirming that the Academy Board's approval and execution of any real property lease or other agreement with Educational Service Providers complies with the Contracts of Public Servants with Public Entities statute, MCL 15.321 et seq.
- (iv) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of an AHERA asbestos plan and lead based paint survey for the site or sites set forth in the Schedules.
- (v) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of a current boiler inspection/ approval for the site or sites set forth in the Schedules.
- (vi) The Academy shall provide documentation to the Charter Schools Office Director confirming that the Academy has received occupancy approval from the Michigan Department of Consumer and Industry Services' Office of Fire Safety for the site or sites set forth in the Schedules.
- (vii) The Academy shall provide documentation to the Charter Schools Office Director that it has obtained a short-term cash flow loan to cover the initial

cost of operations for the initial academic year. The Academy shall comply with section 1225 of the Revised School Code and the Revised Municipal Finance Act with respect to approving and obtain such funds.

- (viii) Any additional financial information or documentation requested by the University President.

The Academy shall notify the Charter Schools Office in writing following completion of the conditions set forth in this Section 12.14(b). For good cause, the Charter Schools Office Director may extend the deadlines set forth above. If the Charter Schools Office Director determines that the Academy has not satisfied the conditions set forth in this Section 12.14(b), the Charter Schools Office Director shall issue a Contract termination letter to the Academy for failing to meet certain conditions set forth in this Section 12.14(b). The issuance of the termination letter by the Charter Schools Office Director shall automatically terminate this Contract without any further action by either the University Board or the Academy Board. Upon issuance of the termination letter, the Charter Schools Office Director shall notify the Superintendent of Public Instruction and the Michigan Department of Education that the Contract has been terminated.

(c) Inability to Enroll Students for Classes. If the Academy, for any reason, is unable to enroll students and conduct classes by October 1, 2016, then this Contract is automatically terminated without further action of the parties.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.4, Section 11.17, Section 11.12, and Section 12.7, and any other provision of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.16. Termination of Responsibilities. Upon termination or revocation of this Contract, the University Board and its designees shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract.

Section 12.17. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation and in accordance with Applicable Law.

**[INTENTIONALLY LEFT BLANK]**

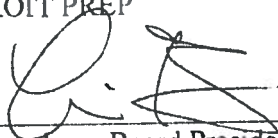
As the designated representative of the Grand Valley State University Board of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

GRAND VALLEY STATE UNIVERSITY  
BOARD OF TRUSTEES

By:   
University President or his/her designee

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by the terms and conditions of this Contract.

DETROIT PREP

By:  5/17/16  
Academy Board President

**SCHEDULE 1**

**METHOD OF SELECTION RESOLUTION  
AUTHORIZING RESOLUTION**





CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF  
GRAND VALLEY STATE UNIVERSITY ON NOVEMBER 6, 2015:

Authorization of Detroit Prep 6a Contract

WHEREAS, the Michigan Legislature has provided for the establishment of public school academies as part of the Michigan public school system by enacting Act No. 362 of the Public Acts of 1993; and

WHEREAS, according to this legislation, the Grand Valley State University Board of Trustees (the "Board of Trustees"), as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate public school academies; and

WHEREAS, the Michigan Legislature has mandated that public school academy contracts be issued on a competitive basis taking into consideration the resources available for the proposed public school academy, the population to be served by the proposed public school academy, and the educational goals to be achieved by the proposed public school academy; and

WHEREAS, the Grand Valley State University Board of Trustees, having requested applications for organizing public school academies and having reviewed the applications according to the provisions set forth by the Michigan Legislature;

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for Detroit Prep ("Academy"), located at 1333 Pine Street, Detroit, MI 48201, submitted under Section 502 of the Revised School Code, meets the Board of Trustees' requirements and the requirements of applicable law, is therefore approved;
2. That the Board of Trustees establishes the method of selection, length of term and number of members of the Academy's Board of Directors as follows:

Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose

to the Director of the University Charter Schools Office (“Director”), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.

- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the Director determines an “exigent condition” exists which requires him/her to make an appointment to a public school academy’s board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy’s board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member’s service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would

prohibit the Academy Board from taking action without such an appointment.

3. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
4. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
5. Length of Term; Removal: An appointed Academy Board member is an “at will” board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member’s term.

If the Board of Trustees determines that an Academy Board member’s service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member’s service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy’s Board for cause.
6. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.

7. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:
  - a. Resigns
  - b. Dies
  - c. Is removed from Office
  - d. Is convicted of a felony
  - e. Ceases to be qualified
  - f. Is incapacitated
8. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.
9. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.
10. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

11. Manner of Acting: The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

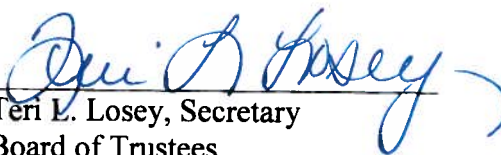
# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

12. Initial Members of the Board of Directors: The Grand Valley State University Board of Trustees appoints the following persons to serve as the initial members of the Academy's Board of Directors for the designated term of office set forth below:

Sarah V. Beaubien	2 year term expiring June 30, 2017
Lewis R. Butler	3 year term expiring June 30, 2018
Jared A. Stasik	3 year term expiring June 30, 2018

13. The Board of Trustees approves and authorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to issue a contract to charter a public school academy and related documents ("Contract") to the Academy, provided that, before execution of the Contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract and Applicable Law. This resolution shall be incorporated in and made part of the Contract.
14. Within ten days after the Board of Trustees issues the Contract, the Director will submit the Contract to the Michigan Department of Education. Pursuant to the State School Aid Act of 1979, the Michigan Department of Education shall, within thirty days after the Contract is submitted to the Michigan Department of Education, issue a district code number to each public school academy that is authorized under the Revised School Code and is eligible to receive funding under the State School Aid Act. By approving and issuing the Contract, the Board of Trustees is not responsible for the Michigan Department of Education's issuance or non-issuance of a district code number. As a condition precedent to the Board of Trustees' issuance of the Contract, the Applicant, the Academy and the Academy's Board of Directors shall acknowledge and agree that the Board of Trustees, Grand Valley State University, its officers, employees and agents are not responsible for any action taken by the Academy in reliance upon the Michigan Department of Education's issuance of a district code number to the Academy, or for any Michigan Department of Education's decision resulting in the non-issuance of a district code number to the Academy.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 5th day of April 2016.

  
Teri L. Losey, Secretary  
Board of Trustees  
Grand Valley State University

**SCHEDULE 2**

**ARTICLES OF INCORPORATION**

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES	
Date Received <b>OCT 14 2015</b>	(FOR BUREAU USE ONLY)
	TranInfo:1 20758517-1 10/13/15 Chk#: CASH Amt: \$20.00 ID: KYLE SMITLEY This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.
Name Kyle Smitley	<b>FILED</b> <b>OCT 15 2015</b> BY ADMINISTRATOR CORPORATIONS DIVISION EFFECTIVE DATE:
Address 7000 W Outer Dr.	
City Detroit State Michigan Zip Code 48235	

Document will be returned to the name and address you enter above.  
 If left blank document will be mailed to the registered office.

71789P

### ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 et seq. and Part 6A of the Revised School Code (the "Code"), as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the undersigned corporation executes the following Articles:

#### ARTICLE I

The name of the corporation is: \_\_\_\_\_ Detroit Prep \_\_\_\_\_

ay

The authorizing body for the corporation is: Grand Valley State University ("GVSU") Board of Trustees, ("Board of Trustees"), 1 Campus Drive, Allendale, Michigan 49401.

## ARTICLE II

The purposes for which the corporation is organized are:

1. Specifically, the corporation is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.
2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

## ARTICLE III

1. The corporation is organized upon a Nonstock basis.
2. a. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

Real Property: none

- 
- b. The description and value of its personal property assets are: (if none, insert "none")

Personal Property: none

- 
- 
- c. The corporation is to be financed under the following general plan:
  - a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
  - b. Federal funds.
  - c. Donations
  - d. Fees and charges permitted to be charged by public school academies.
  - e. Other funds lawfully received.



- d. The corporation is organized on a Directorship basis.

#### ARTICLE IV

1. The name of the resident agent at the registered office:  
Kyle Smitley

2. The address of the registered office is:

7000 W Outer Dr. Detroit, Michigan 48235  
(Street Address) (City) (ZIP Code)

3. The mailing address of the registered office, if different than above:

\_\_\_\_\_, Michigan \_\_\_\_\_  
(Street Address) (City) (ZIP Code)

#### ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
Kyle Smitley	7000 W Outer Dr. Detroit MI 48235
Jen McMillan	7000 W Outer Dr. Detroit MI 48235
Lewis Butler	7000 W Outer Dr. Detroit MI 48235

#### ARTICLE VI

The corporation is a governmental entity.

#### ARTICLE VII

Before execution of a contract to charter a public school academy between the Academy Board and the Board of Trustees, the method of selection, length of term, and the number of members of the Academy Board shall be approved by a resolution of the Board of Trustees as

required by the Code.

The members of the Academy Board shall be selected by the following method:

1. **Method of Selection and Appointment of Academy Board Members:**

- a. **Initial Academy Board Member Nominations and Appointments:** As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
- b. **Subsequent Academy Board Member Nominations and Appointments:** Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. **Exigent Appointments:** When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when

an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

2. **Qualifications of Academy Board Members:** To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
3. **Oath / Acceptance of Office / Voting Rights:** Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
4. **Length of Term: Removal:** An appointed Academy Board member is an "at-will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

5. **Resignations:** A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
6. **Vacancy:** An Academy Board position shall be considered vacant when an Academy Board member:
  - a. Resigns

- b. Dies
- c. Is removed from Office
- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is incapacitated

7. **Filling a Vacancy:** The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.
8. **Number of Academy Board Member Positions:** The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.
9. **Quorum:** In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

10. **Manner of Acting:** The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

## ARTICLE VIII

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from Federal Income Tax under Section 115 of the IRC, or comparable provisions of any successor law.

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the Board of Trustees for forwarding to the State School Aid Fund established under Article IX, Section 11 of the Constitution of the State of Michigan of 1963, as amended.

#### **ARTICLE IX**

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Act No. 170 of the Public Acts of 1964, being Sections 691.1407 of the Michigan Compiled Laws.

#### **ARTICLE X**

These Articles of Incorporation shall not be amended except by the process provided in the contract executed by the Academy Board and the Board of Trustees.

#### **ARTICLE XI**

The Academy Board shall have all the powers and duties permitted by law to manage the business, property and affairs of the corporation.

#### **ARTICLE XII**

A volunteer director is not personally liable to the corporation or its members for money damages for any action taken or any failure to take any action as a volunteer officer, except liability for any of the following:

- i) The amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled.
- (ii) Intentional infliction of harm on the corporation, its shareholders, or members.
- (iii) A violation of Section 551 of the Michigan Nonprofit Corporation Act;
- (iv) An intentional criminal act.
- (v) A liability imposed under section 497(a).

If the corporation obtains tax exempt status under section 501(c)(3) of the internal revenue code, the corporation assumes all liability to any person other than the corporation for all acts or omissions of a volunteer director occurring on or after the filing of the Articles incurred in the good faith performance of the volunteer director's duties.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of

the Government Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

### ARTICLE XIII

The corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer if all of the following are met:

- i) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- ii) The volunteer was acting in good faith;
- iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
- iv) The volunteer's conduct was not an intentional tort; and
- (v) The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle for which tort liability may be imposed under section 3135 of the insurance code of 1956, 1956 PA 218, MCL 500.3135.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

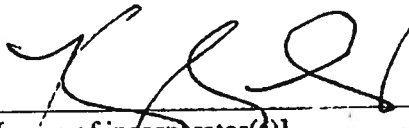
### ARTICLE XIV

The officers of the Academy Board shall be a President, VicePresident, Secretary and a Treasurer, each of whom shall be selected by the Board of Directors. The Academy Board may select one or more Assistants to the officers, and may also appoint such other officers and agents as they may deem necessary for the transaction of the business of the corporation.

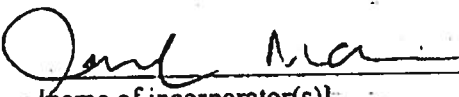
### ARTICLE XV

The Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless/or until the Board of Trustees issues to the Academy Board a contract to operate as a public school academy, and the contract is executed by both the Academy Board and the Board of Trustees.


I, (We), the incorporator(s) sign my (our) name(s) this 7<sup>th</sup> day of October, 2015.

  
[name of incorporator(s)]

\_\_\_\_\_  
[name of incorporator(s)]

  
[name of incorporator(s)]

\_\_\_\_\_  
[name of incorporator(s)]

  
[name of incorporator(s)]

\_\_\_\_\_  
[name of incorporator(s)]

## **SCHEDULE 3**

## **BYLAWS**



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**BYLAWS  
OF  
DETROIT PREP**

**ARTICLE I  
DETROIT PREP**

This organization shall be called Detroit Prep (The “Academy” of the “corporation”).

**ARTICLE II FORM  
OF ACADEMY**

The Academy is organized as a non-profit, non-stock, directorship corporation.

**ARTICLE III  
OFFICES**

Section 1.      Principle Office.      The principle office of the Academy shall be located in the State of Michigan.

Section 2.      Registered Office.      The registered office of the Academy shall be \_\_\_\_\_ . It must be located in the state of Michigan, and be the business office of the registered agent, as required by the Michigan Nonprofit Corporation Act.

**ARTICLE IV BOARD OF  
DIRECTORS**

Section 1.      General Powers.      The business, property and affairs of the Academy shall be managed by the Academy Board of Directors (“Academy Board”). The Academy Board may exercise any and all of the powers granted to it under the Michigan Nonprofit Corporation Act or pursuant to Part 6A of the Revised School code (“Code”). The Academy Board may delegate said powers to the officers and committees of the Academy Board as it deems appropriate or necessary, as long as such delegation is consistent with the Articles, these Bylaws, the Contract and Applicable Law.

Section 2.      Method of Selection and Appointment.      Nomination and appointment to the Academy Board shall be handled in the following manner:

1. Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Grand Valley State University Board of Trustees ("Board of Trustees"), he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for the appointment, the nominees must have completed the required board member Questionnaire prescribed by the University Charter Schools office; and (ii) the criminal Background Check Report prescribed by the University Charter Schools Office.
- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The director may or may not recommend a nominee submitted by the Academy Board, the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of director, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

2. Qualifications of Academy Board Members: To be qualified to serve of the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
3. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
4. Length of Term; Removal: An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy Board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from the office by a two-thirds (2/3) vote of the Academy's Board for cause.

5. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
6. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:
  - a. Resigns
  - b. Dies
  - c. Is removed from Office
  - d. Is convicted of a felony
  - e. Ceases to be qualified
  - f. Is incapacitated

7. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.
8. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7), or nine (9), as determined from time to time by the Academy Board.
9. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

10. Manner of Acting: The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

Section 3. Compensation. By resolution of the Academy Board, Directors may be paid their expenses, if any, of attendance at each meeting of the Academy Board, subject to the statutes regarding Contracts of Public Servants with Public Entities, Act No. 317 of the Public Standards of Conduct for Public Officers and Employees, Act No. 196 of the Public Acts of 1973, being Sections 15.341 to 15.348 of the Michigan Compiled Laws, and the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws.

## ARTICLE V

### MEETINGS

Section 1. Regular Meetings. The Academy Board shall hold a regular meeting during the month of June each year. The meeting shall be held at such time and place as the Academy Board of Directors shall from time to time determine. The Academy Board may also provide, by resolution, the time and place, within the state of Michigan, for the holding of additional regular meetings. The Academy shall provide notice of all regular meetings as required by the Open Meetings Act.

Section 2. Special Meetings. Special meetings of the Academy Board may be called by or at the request of the President or any Academy Board Director. The person or persons authorized to call special meetings of the Academy Board may fix the place within the state of Michigan for holding any special meeting of the Academy Board called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the corporation in the state of Michigan. The corporation shall provide notice of all special meetings as required by the Open Meetings Act.

Section 3. Notice; Waiver. The Academy Board must comply with the notice provisions of the Open Meetings Act. In addition, notice of any meeting shall be given to each Director stating the time and place of the meeting, delivered personally or mailed or sent by facsimile to each Director at the Director's business address. Any Director may waive notice of any meeting by written statement, or telecopy sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. Open Meetings Act. All meetings of the Academy Board, shall at all times be in compliance with the Open Meetings Act.

Section 5. Presumption of Assent. A director of the Academy Board who is present at a meeting of the Academy Board at which action on any corporate matters is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

## ARTICLE VI

### COMMITTEES

Section 1. Committees. The Academy Board, by resolution, may designate one or more committees, each committee to consist of one or more Directors selected by the Academy Board. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further

resolution, the committees shall have such powers as delegated by the Academy Board, except (i) filling of the vacancies in the officers of the Academy Board or committees created pursuant to this Section; (ii) amending the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports the Academy Board of its activities as the Academy Board may request.

## **ARTICLE VII OFFICERS**

### **OF THE BOARD**

Section 1.     Number.     The officers of the Academy shall be a President, Vice-President, Secretary, Treasurer, and such Assistant officers as may be selected by the Academy Board.

Section 2.     Election and Term of Office.     The Academy Board shall elect the initial officers at its first duly noticed meeting. Thereafter, the Academy Board shall elect the officers annually as terms expire at the annual meeting of the Academy Board. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officers resigns or is removed in the manner provided in Article IV, Section 2.

Section 3.     Removal.     If the Grand Valley State University Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

Section 4.     Vacancies.     A vacancy in any office shall be filled in accordance with Article IV, Section 2.

Section 5.     President.     The President of the Academy shall be a member of the Academy Board. The President of the corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The president shall be an ex-officio member of all standing committees and may be designated Chairperson of those committees by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Board from time to time.

Section 6.     Vice-President.     The Vice-President of the Academy shall be a member of the Academy Board. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or the Academy Board.



Section 7. Secretary. The Secretary of the Academy shall be a member of the Academy Board. The Secretary shall perform, or cause to be performed, the following duties: (a) keep the minutes of the Academy Board meetings in one or more books provided that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or by the Academy Board.

Section 8. Treasurer. The Treasurer of the Academy shall be a member of the Academy Board. The Treasurer shall perform, or cause to be performed, the following duties: (a) keep charge and custody of and be responsible for all funds and securities of the corporation; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the corporation in such banks, trust companies or other depositories as shall be selected by the Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Directors shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

Section 10. Salaries. Officers shall not receive a salary unless the salary has been specifically approved by the Academy Board, subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws. Officers of the corporation who are Directors of the corporation may not be compensated for their services. They may, however, receive traveling and other expenses.

Section 11. Filling More Than One Office. Subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the corporation except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

## ARTICLE VIII

### CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

Section 1. Contracts. The Academy Board may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Academy Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the corporation, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto. No contract into, by or on behalf of the Academy Board, shall in any way bind the University or impose any liability on the University, its trustees, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan or advance to, or overdraft of funds by an officer or member of the Academy Board otherwise than in the ordinary and usual course of the business of the corporation, and on the ordinary and usual course of the business or security, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Grand Valley State University or impose any liability on Grand Valley State University, its trustees, officers, employees, or agents.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Academy Board.

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited within three (3) business days after the receipt of the funds by the corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under section 1221 of the Revised School Code, being Section 380.1221 of the Michigan Compiled Laws.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by another other corporation and owned or controlled by this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation or by proxy appointed by Treasurer of this corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of

any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power, and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation.

Section 6.      Contracts Between Corporation and Related Persons.      As required by Applicable Law, any Director, officer or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Compiled Laws, shall comply with the public disclosure requirement set forth in Section 3 of the statute.

## **ARTICLE IX**

### **INDEMNIFICATION**

Each person who is or was a member of the Academy Board, or a trustee, director, officer or member of a committee of the Academy and each person who serves or has served at the request of the Academy as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the corporation to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the corporation would have power to indemnify such person against such liability under the preceding sentence. The corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification to any employee or agent of the corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

## **ARTICLE X**

### **FISCAL YEAR, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING**

Section 1. Fiscal Year, Budget and Uniform Budgeting and Accounting. The fiscal year of the corporation shall begin on the first day of July in each year. The Board of Directors, subject to the oversight responsibilities of the University Board, shall have exclusive control of the budget. The board shall prepare and publish an annual budget in accordance with the Uniform Budgeting and Accounting Act, being Act 2 of the public laws of Michigan of 1968, as amended.

## **ARTICLE XI**

### **SEAL**

The Academy Board may provide a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the corporation, the State of Michigan and the words "Corporate Seal" and "Public School Academy."

## **ARTICLE XII**

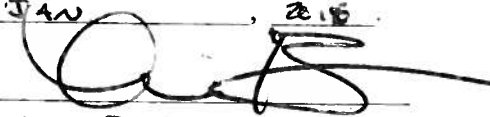
### **AMENDMENTS**

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining the affirmative vote of a majority if the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal have been given in accordance with the notice setting forth the terms of the proposal have been given in accordance with the notice requirements for the special meetings. Upon arrival, the Academy Board shall forward the amendment to the University

Charter Schools Office. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt of the amendment by the University Charter Schools Office. The Academy Board is encouraged to submit proposed Bylaw changes to the Charter Schools Office, for review and comment, prior to adoption. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with applicable law or the Contract, it shall notify the Academy Board in writing and the Academy Board shall remedy the identified provision to be in concert with applicable law and the Contract.

### CERTIFICATION

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 7<sup>th</sup> day of

JAN, 2015  
  
~~Secretary~~ PRESIDENT

**SCHEDULE 4**

**FISCAL AGENT AGREEMENT**

## **SCHEDULE 4**

### **FISCAL AGENT AGREEMENT**

This Agreement is part of the Contract issued by the Grand Valley State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Detroit Prep ("Academy"), a public school academy.

#### **Preliminary Recitals**

WHEREAS, pursuant to the Code and the Contract, the University Board, as authorizing body, is the fiscal agent for the Academy, and

WHEREAS, the University Board is required by law to forward any State School Aid Payments received from the State of Michigan ("State") on behalf of the Academy to the Academy,

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

#### **ARTICLE I**

##### **DEFINITIONS AND INTERPRETATIONS**

Section 1.01. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Account" means an account established by the Academy for the receipt of State School Aid Payments at a bank, savings and loan association, or credit union which has not been deemed ineligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, being Section 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University Board or an officer or employee of Grand Valley State University as designated by the University Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the University Board voluntarily agrees to receive and transfer to the Academy.

"State School Aid Payment" means any payment of money the Academy receives from the State School Aid Fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the State School Aid Act of 1979, as amended.

"State" means the State of Michigan.

"State Treasurer" means the office responsible for issuing funds to urban high school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

Section 1.02. Fiscal Agent Agreement Incorporated into Contract; Use of Contract Definitions. This Fiscal Agent Agreement shall be incorporated into and is part of the Contract issued by the University Board to the Academy. Terms defined in the Contract shall have the same meaning in this Agreement.

## **ARTICLE II**

### **FISCAL AGENT DUTIES**

Section 2.01. Receipt of State School Aid Payments and Other Funds. The University Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the University Board and the Academy may also agree that the University Board will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02. Transfer to Academy. Except as provided in the Contract, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within three (3) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil membership count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. The duties of the Fiscal Agent are limited to the receipt and transfer to the Academy of State School Aid Payments and Other Funds received by the Academy. The Fiscal Agent shall have no duty to monitor or approve expenditures made by the Academy Board.

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the University Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent. No State Aid Payment Agreement and Direction document shall be effective until it is acknowledged by the University President.



## ARTICLE III

### STATE DUTIES

Section 3.01 Eligibility for State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, the Academy shall be entitled to receive.

Section 3.02. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

## ARTICLE IV

### ACADEMY DUTIES

Section 4.01. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, an Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended.

Section 4.02. Expenditure of Funds. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 4.03. Mid-Year Transfers. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979 or applicable State Board rules.

Section 4.04. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy.

Section 4.05. Deposit of Academy Funds. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of State School Aid Payments and Other Funds received by the Academy.

## ARTICLE V

### RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, and annually thereafter, a written report dated as of August 31 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the University Board receives under this Agreement.

## ARTICLE VI

### CONCERNING THE FISCAL AGENT

Section 6.01. Representations. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.

Section 6.02. Limitation of Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

The Fiscal Agent shall not be liable for any deficiency in the State School Aid Payments received from the State Treasurer to which the Academy was properly entitled. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the Academy for which the State subsequently seeks reimbursement.

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the University Board to the Academy.

BY: Mary G. Martin  
Mary G. Martin, Director  
Bureau of State and Authority Finance  
Michigan Department of Treasury

Date: 4-20, 2016

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IDLWCW

**SCHEDULE 5**

**MASTER CALENDAR OF REPORTING REQUIREMENTS**

**Public School Academy / School of Excellence  
Master Calendar of Reporting Requirements  
July 1, 2016 – June 30, 2017**

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 1	Board Adopted 2016-2017 School Calendar/School Day Schedule.	CSO
July 1	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2016-2017.	CSO
July 1	Copy of Notice of Public Hearing for Annual Operating Budget for 2016-2017.	CSO
July 1	Copy of Parent Satisfaction Survey and Results from 2015-2016, if applicable.	CSO
July 25	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2015-2016 academic year, if applicable (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> , for MDE due date and form).	CSO
August 3	Annual Organizational Meeting Minutes for 2016-2017.	CSO
August 3	Board Resolution appointing Chief Administrative Officer for 2016-2017.	CSO
August 3	Board Resolution appointing Freedom of Information Act Coordinator for 2016-2017.	CSO
August 3	Board Designated Legal Counsel for 2016-2017.	CSO
August 3	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2016-2017.	CSO
August 20	Annual Education Report 2015-2016 academic year to be submitted and presented at a public meeting.	CSO
August 29	4 <sup>th</sup> Quarter Financial Statements – quarter ending 06/30.	CSO
September 6	Organizational Chart for 2016-2017.	CSO
September 6	Board approved Student Handbook 2016-2017.	CSO
September 6	Board approved Employee Handbook 2016-2017.	CSO
September 6	Copy of School Improvement Plan covering 2016-2017 academic year.	CSO
September 6	School Information Update- See Epicenter Task for template	CSO
October 3	Completed PSA Insurance Questionnaires. Required forms available at <a href="http://www.gvsu.edu/cso">www.gvsu.edu/cso</a>	CSO
October 3	Staff Roster (GVSU Format)	CSO
October 3	Annual Nonprofit Corporation Information Update for 2016.	CSO
October 10	Unaudited Count Day Submission.	CSO
October 10	Criminal History Record Registration- New Schools	CSO
October 12	DS-4898 PSA Preliminary Pupil Membership Count for September 2016 Enrollment and Attendance for 1 <sup>st</sup> & 2 <sup>nd</sup> Year PSAs and Academies who added grade levels. (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> for MDE due date).	CSO
October 28	Audited Financial Statements for fiscal year ending June 30, 2016. (See MDE Website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> , for MDE due date.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
October 28	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2016, if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	CSO
October 28	Annual A-133 Single Audit for year ending June 30, 2016 is required if over \$500K in federal funds have been expended. If a single audit is not necessary, a letter from the Academy stating as such is required to be submitted.	CSO
October 28	1 <sup>st</sup> Quarter Financial Statements – quarter ending 09/30.	CSO
January 6	Modifications to ISD's Plan for the Delivery of Special Education Services covering 2016-2017 signed by a representative of the Academy.	CSO
January 30	2 <sup>nd</sup> Quarter Financial Statements – quarter ending 12/31.	CSO
January 30	Michigan Highly Qualified Teacher Verification Report. Required Form Available at <a href="http://www.gvsu.edu/cso">www.gvsu.edu/cso</a> .	CSO
January 30	Board Member Annual Conflict of Interest	CSO
February 17	Winter Count Day Submission.	CSO
March (TBD)	Anti-Bullying Policy, in accordance with Matt's Safe School Law (new schools).	CSO
April 28	3 <sup>rd</sup> Quarter Financial Statements – quarter ending 03/31.	CSO
May 15	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2017-2018.	CSO
June 2	Certificate of Boiler Inspection covering years 2017-2018.	CSO
June 27	Board Approved Amended Budget for 2016-2017 fiscal year (or statement that budget has been reviewed and no amendment was needed).	CSO
June 27	2016-2017 Log of emergency drills, including date, time and results. Sample form available at <a href="http://www.gvsu.edu/cso">www.gvsu.edu/cso</a> .	CSO
June 27	Board adopted Letter of Engagement for year ending June 30, 2017 independent financial audit.	CSO
June 27	Food service license expiring 04/30/2018.	CSO

## Ongoing Reporting Requirements July 1, 2016 – June 30, 2017

*The following documents do not have a set calendar date; however, they require submission within a certain number of days from board action or other occurrence.*

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.	CSO
14 business days after Board meeting	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 business days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2011-2012 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended	No submission needed.
14 business days after Board approval	Oath of Office and written acceptance for each Board Member.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution.	CSO
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education requiring a formal response.	CSO
10 days of receipt	Correspondence received from the Health Department requiring a formal response.	CSO
10 days of receipt	Written notice of litigation or formal proceedings involving the Academy.	CSO
30 days prior to board execution	Board proposed draft Educational Management Company Agreements or Amendments thereto.	CSO
5 business days of receipt	Request and Responses to Freedom of Information Requests.	CSO

## Original/Subsequent Board Policy Reporting Requirements July 1, 2016 – June 30, 2017

*The following documents do not have a set calendar date; however, they require an original submission and subsequent submission if Board action is taken making amendments/changes.*

REPORT DESCRIPTION	SUBMIT TO:
Articles of Incorporation. Must have GVSU Board approval before modifying.	CSO
Board of Director Bylaws.	CSO
Educational Service Provider Agreements/Amendments	CSO
Academy's Educational Goals.	CSO
Office of Fire Safety (OFS-40) – original occupancy permit and permits for renovations/additions, etc.	CSO
Lease, Deed of Premises or Rental Agreement and subsequent amendments (includes modular units).	CSO
Curriculum including any additions/deletions.	CSO
Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit <a href="http://www.michigan.gov/asbestos">www.michigan.gov/asbestos</a> for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups	CSO
REQUIRED BOARD POLICIES	
<b>Board adopted Purchasing Policy</b> (date of approval). Reference: MCL 380.1267, MCL 380.1274	CSO
<b>Use of Medications Policy</b> (date of approval). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
<b>Harassment of Staff or Applicant Policy</b> (date of approval). <b>Harassment of Students Policy</b> (date of approval) Reference: MCL 380.1300a	CSO
<b>Search and Seizure Policy</b> (date of approval). Reference: MCL 380.1306	CSO
<b>Emergency Removal, Suspension and Expulsion of Students Policy</b> (date of approval). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	CSO
<b>Parent/Guardian Review of Instructional Materials &amp; Observation of Instructional Activity Policy</b> Reference: MCL 380.1137	CSO
<b>Board Member Reimbursement of Expenses Policy</b> (date of approval). Reference: MCL 380.1254; MCL 388.1764b	CSO
<b>Equal Access for Non-School Sponsored Student Clubs and Activities Policy</b> (date of approval). Reference: MCL 380.1299	CSO
<b>Electronic or Wireless Communication Devices Policy</b> (date of approval).	CSO
<b>Preparedness for Toxic Hazard and Asbestos Hazard Policy</b> (date of approval). Reference: MCL 324.8316, 380.1256	CSO



<b>Nondiscrimination and Access to Equal Educational Opportunity Policy</b> (date of approval) Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.	CSO
<b>Academy Deposit Policy</b> (date of approval). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
<b>Parental Involvement Policy</b> (date of approval). Reference: MCL 380.1294	CSO
<b>Wellness Policy</b> (date of approval). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	CSO
<b>Corporal Punishment Policy</b> (date of approval). Reference: MCL 380.1312(8)&(9);	CSO
<b>Anti-Bullying Policy (Matt's Safe School Law)</b> (date of approval). Reference: MCL 380.1310b	CSO
<b>Cardiac Emergency Response Plan</b> (date of approval). Reference: MCL 29.19	CSO

## Calendar of Additional Reporting Requirements and Critical Dates July 1, 2016 – June 30, 2017

*The following reports Academies must submit to the local ISD, MDE, CEPI and other organizations throughout the year.*

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
TBD	Student Count Day for State Aid F.T.E.	No submission required.
September	SE-4096 Special Education Actual Cost Report (Contact ISD for due date).	ISD
October	Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant System [MEGS] if applicable).	CEPI
October	Certification of Constitutionally Protected Prayer.	MDE
October	SE-4094 Transportation Expenditure Report (Contact ISD for due date).	ISD
October 1 – October 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission needed.
Oct/Nov	Deadline for MEIS/Single Record Student Database (“SRSD”) electronic file (Contact the local ISD for due date.)	CEPI
November	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 14	Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful.	CEPI
Nov/Dec	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 1 - December 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
Nov/Dec	Registry of Educational Personnel (REP) Submission.	CEPI
December 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept of Treasury
Feb 1	Deadline for Immunization Record Report – IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid allocation can be assessed if the immunization rate is not at 90% or above.	Local Health Dept.
TBD	Supplemental Student Count for State Aid F.T.E.	No submission required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk (official date TBD).	MDE
March	MEIS/Single Record Student Database (“SRSD”) electronic file	ISD, CEPI

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
	(Contact local ISD for due date.)	
May 1 – May 31 (as scheduled)	Teacher Certification/ Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
June	MEIS/ Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date).	ISD, CEPI
June	Registry of Educational Personnel (REP).	CEPI
June	School Infrastructure Database (SID).	CEPI

**SCHEDULE 6**

**INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL  
MANAGEMENT COMPANY**

## **SCHEDULE 6**

### **INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY**

A. The following described categories of information are specifically included within those to be made available to the public and the University Charter Schools Office by the Academy in accordance with Section 11.17(a). Information to be Provided by the Academy, of the Terms and Conditions:

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board 's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. List of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the University Charter Schools Office
11. Copy of curriculum and other educational materials given to the University Charter Schools Office
12. Copy of School improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved management contract with Educational Service Provider
17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)

21. Asbestos inspection report and asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal back-ground and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board as part of the audit
29. Proof of insurance as required by the Contract
30. Any other information specifically required under Public Act 277 of 2011

B. The following information is specifically included within the types of information available to the Academy by the Educational Management Organization (if any) in accordance with Section 11.17(b). Information to be provided by Educational Management Company, of the Terms and Conditions:

1. Any information needed by the Academy in order to comply with its obligations to disclose the information listed under (a) above.

C. In accordance with Section 11.13. Additional Required Provisions for Educational Service Provider Agreements, of the Terms and Conditions, the following categories must be clearly defined within each ESP agreement that the Academy is a party to:

1. Roles and responsibilities of the parties
2. Services and resources provided by the ESP
3. Fee or expense payment structure
4. Financial control, oversight, and disclosure
5. Renewal and termination of the agreement”

**SCHEDULE 7**

**ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM**

**SCHEDULE 7-1**

**EDUCATIONAL GOALS AND PROGRAMS**



## SCHEDULE 7-1

### EDUCATIONAL GOALS

#### Standards for Schools Serving from Kindergarten to Eighth Grade:


Standard #1: On the average of all MEAP tests administered or successor state test administered, the public school academy will meet or exceed the performance of its select peer district. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Standard #2: On the average of all MEAP tests or successor state test administered, the public school academy will meet or exceed the performance of its compositional peer district. The comparison scores for the compositional peer district are populated by the weighted total of MEAP scores from those districts in which the PSA's students physically reside.

Standard #3: The public school academy will not average more than one-half a standard deviation below GVSU's MEAP or successor state test/Free-Reduced Lunch regression model for all grades and subjects included in the model.

Standard #4: The Fall to Spring growth rate of each grade and subject for all groups of pupils for which the administered nationally norm-referenced test is designed will fall at the fiftieth percentile or higher.

Date: 5/17/16

  
\_\_\_\_\_  
Board President/Vice President Signature

#### Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the DETROIT PEER Board of Directors at a properly noticed open meeting held on the 17 day of MAY, 2016, at which a quorum was present.

\_\_\_\_\_  
Board Secretary

**SCHEDULE 7-2**

**CURRICULUM**

The Academy will comply with the requirements of MCL 380.552(20). The Academy will submit a report to the MDE, in a form or manner prescribed by the MDE, that reports the number of pupils enrolled in an online or distance learning program during the immediately preceding month.

Please see separate folder on Contract CD for full Curriculum

**SCHEDULE 7-3**

**STAFF RESPONSIBILITIES**

Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule. The Academy may use noncertified individuals to teach as follows:

(a) A classroom teacher in any grade a faculty member who is employed full-time by the state public university and who has been granted institutional tenure, or has been designated as being on tenure track, by the state public university, and

(b) In any other situation in which a school district is permitted under this act to use noncertificated teachers.

All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.

Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all teachers and school administrators a rigorous, transparent, and fair performance evaluation system that complies with sections 1249 and 1250 of the Code. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Performance Evaluation System Commencing with the 2013-2014 School Year. If the Academy Board adopts and implements for all teachers and school administrators a performance evaluation system that complies with section 1249(7) of the Code, then the Academy Board is not required to implement a performance evaluation system that complies with section 1249(2) and (3). If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Parent Notification of Ineffective Teacher Ratings. Beginning with the 2015-2016 school year and continuing on during the term of this Contract, if a pupil is assigned to be taught by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations under section 1249, the Academy Board shall notify the pupil's parent or legal guardian that the pupil has been assigned to a teacher who has been rated as ineffective on the teacher's 2 most recent annual year-end evaluations. The notification shall be in writing and shall be delivered to the pupil's parent or legal guardian by U.S. mail not later than July 15<sup>th</sup> immediately preceding the beginning of the school year for which the pupil is assigned to the teacher, and shall identify the teacher who is the subject of the notification.

Teacher and Administrator Job Performance Criteria. The Academy Board shall implement and maintain a method of compensation for its teachers and school administrators that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation earned and paid in accordance with Applicable Law. The assessment of job performance shall incorporate a rigorous, transparent, and fair evaluation system that evaluates a teacher's or school administrator's performance at least in part based upon data on student growth as measured by assessments and other objective criteria. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider complies with this section.

# DETROIT PREP

Detroit Prep exists to provide a world-class, equitable education that will give all students a foundation of academic excellence and character development while fostering a love of learning and passion for exploring and fulfilling their extraordinary potential as learners, leaders, and world-changers.

## POSITION OVERVIEW: PRINCIPAL

The Principal at Detroit Prep is responsible for leading and developing a dynamic faculty who will set high expectations for our students and will support our students as they work toward and meet these expectations. The Principal, in collaboration with the Executive Director, will set an innovative vision for student and faculty achievement and will strategically implement the school's mission through effective leadership of and engagement with all stakeholders, including faculty, staff, students, parents, and our community. The Principal must see individual student success (both academic and social) as paramount and it should guide work with teachers, students and parents. The Principal is responsible for managing and overseeing Detroit Prep's instructional program and school environment. The Principal is the voice and face of the individual school and is accountable for hearing and dealing with parent and staff concerns and feedback. The Principal reports to the Executive Director of Detroit Prep and receives support from the Executive Director and Office Manager.

The Principal will begin work based on their availability. If not available until the beginning of the 2016-2017 school year, Principal will be expected to spend no fewer than three full days at Detroit Prep during the current school year.

## PRIMARY RESPONSIBILITIES

### Curriculum/Programs

- Ensure teachers understand and fully implement the curriculum as detailed in the curriculum frameworks.
- Develop and oversee plans for curriculum review and development working closely with the Detroit Achievement Academy (Detroit Prep's sister school) Head of School and Executive Director



- Review expedition plans developed by teachers and provide detailed feedback.
- Ensure the resources, materials and supplies are purchased and in place to fully implement the curriculum. Involve teachers in requesting supplies and researching materials. Seek ED approval for all purchases in accordance with DP's purchase and reimbursement policy.
- Ensure curriculum resources reflect the diversity of our student population.
- Communicate frequently with the Arts Instructor to support strong arts programs at the school.
- Oversee after school programming including clubs, sports and homework club. Ensure programs are adequately staffed and well defined. Ensure safety and consistent use of Responsive Classroom and our school's discipline policies.

### **Instruction**

- Ensure that instruction is effective and meets the needs of diverse learners. Ensure teachers employ techniques of active pedagogy described in EL Benchmarks.
- Observe and provide feedback to teachers on instruction at least bi-weekly, with more frequent observations as needed. Set up instructional improvement plans as necessary.
- Propose school-wide instructional goals to ED based on data and feedback. Additionally support teachers in setting personal and grade-level goals. Monitor and support progress towards goals.
- Ensure equity in instructional delivery. Promote school-wide belief that all students can learn and achieve at high levels.
- Develop instructional schedules for classes and special subjects. Ensure common planning time for teachers. Ensure schedules support instructional and curricular goals. Revise as needed. Maintain updated schedules in a folder on Drive for ED review.
- Work with ED to develop a plan and implement strategies for raising achievement in subgroups who do not make AYP or who score below the DP average. Work with teachers to develop plans for individual students achieving below grade level.
- Lead Leadership Team meetings. Select teachers to participate as needed and coordinate schedules and agendas
- Support DP in moving forward with technology use. Support teachers with technology integration by providing resources, professional development opportunities, and suggestions.

### **Assessment and Accountability**

- Ensure that teachers assess student learning and use data and information to inform instruction. Support teachers in using learning targets as an effective assessment for learning strategy.
- Ensure that teachers provide assessment information and data to parents during parent-teacher conferences.
- Ensure each student has a high-quality portfolio and that teachers cultivate these portfolios year round.
- Provide support for individual teachers as needed in collecting data. Ensure that assessments are organized and stored at the school for compliance reviews and audits.

- Coordinate standardized testing for the school. Attend district training. Inform parents and teachers of testing. Create schedule and oversee test administration. Ensure test security.

### **Social Curriculum/School Culture**

- Monitor and support the use of Responsive Classroom school-wide.
- Set and execute vision for schoolwide behavior and support all staff members toward that vision
- Meet regularly with DP's social worker with the focus of supporting
- Foster student leadership, service and stewardship.
- Make final decisions to suspend or expel students.

### **Professional Development**

- Work with the Leadership Team and Expeditionary Learning School Designer to create a yearlong schedule for Wednesday PD and full-day PDs. Ensure professional development aligns with DAA Work Plan goals.
- Coordinate Wednesday PD. Utilize teacher leaders and outside experts. Include staff and community building as part of PD.
- Plan two-week summer PD with input from ED, Detroit Achievement Academy (DP's sister school) Head of School, and Expeditionary Learning School Designer.
- Maintain a record of professional development (summer, Wednesday, outside) in a folder on Drive for review by ED.
- Arrange logistics (ie, substitute plans, logic behind decisions, timing) for any outside professional development for teachers.

### **Personnel/Human Resources**

- Evaluate performance of teaching staff.
- Assemble interview teams for available positions.
- Communicate and coordinate with prospective teachers. Schedule interviews. Meet with candidates to answer questions and help them understand our school and the expectations of the positions. Check references for prospective employees.
- Submit contract recommendations to the ED for new and returning staff.
- Review and update of the staff handbook.
- Communicate regularly and clearly with staff through weekly staff notes and other forms of communication.

### **Parent Involvement**

- Communicate regularly with parents through monthly bulletins and other communication.
- Be present during arrival and dismissal times to greet and speak with students and families.
- Review Family Handbook annually and make revisions as needed. Provide to parents annually.
- Ensure teachers hold student-led conferences three times per year. Support teachers in getting 100% attendance. Arrange and attend conferences when needed or requested.

- Ensure progress reports and mini-progress reports are provided to parents according to schedule.
- Engage and supervise parent volunteers.
- Support and encourage parent attendance at school events. Develop and support plans to increase participation among parents.
- Attend Detroit Prep Parents meetings when possible or if invited.
- Work with Executive Director to schedule and hold open houses for prospective families. Plan and hold orientation for new families.
- Hear and respond to parent concerns related to their children, instruction and other school matters.

### **Student Information/Records/Database**

- Oversee the office and operations staff and the organization of student files and databases.
- Ensure office staff follows procedures and responds to requests of the Executive Director.
- Prepare for annual student file audits based on guidelines provided by the Executive Director.
- Ensure that all families return all enrollment documents and keep up to date information on file including residency documentation.

## **QUALIFICATIONS**

- **Dedication to our mission:** A steadfast belief that all students can achieve at the highest levels, regardless of demography.
- **Determination:** A willingness to make things happen and a sense of urgency around educational equity for all students.
- **Strong communication:** The ability to communicate in a direct and sensitive fashion with students, parents, and colleagues.
- **Team player:** A desire to work in a team-oriented environment and collaborate with colleagues.
- **Growth mindset:** An ability to receive frequent feedback with humility and a strong desire to grow and develop as a leader.
- **Reflective attitude:** An ability to constantly reflect on student data as well as personal areas of strength and growth.
- **Flexibility:** Willingness to work in an ever-changing field and face challenges with a positive attitude
- **Professional integrity:** A personal alignment with the values and ethical standards of Detroit Achievement Academy.
- Bachelor's degree (required), Master's Degree (preferred)

- At least four years prior teaching experience in an EL school or project based environment preferred
- Two years in a leadership position preferred
- Strong technical skills (required)

#### WHAT IT MEANS TO WORK AT DETROIT ACHIEVEMENT ACADEMY:

- Being an active participant in our school culture and environment
- Having a deep commitment to social justice and equity for all children
- Engaging in significant curriculum development work
- Working hard to provide results for our students
- Welcoming visitors who are interested in our school
- Being challenged to examine your work in order to increase student achievement
- Engaging in a deep and meaningful way with the parents/guardians of all students at Detroit Achievement Academy
- Having extraordinarily high expectations for all students, staff, and faculty at Detroit Achievement Academy
- Being supported by your peers, Head of School, Executive Director, and Board

#### HIRING PROCESS AND TIMELINE

**January - February 2016** Resumes and cover letters accepted. 30-minute phone interviews scheduled and conducted. Site visits and in-person interviews scheduled.

**Early March 2016** Site visits and in-person interviews conducted.

**Late March 2016** Job offer extended to selected candidate.

**April - June 2016** On site training and shadowing current Principal and Executive Director

**To apply, submit a cover letter and resume to: [kyle@detroitachievement.org](mailto:kyle@detroitachievement.org)**

*Detroit Prep is dedicated to equal employment opportunities and fair labor practices.*

*Detroit Prep provides equal employment opportunities to all individuals based on job-related qualifications, and the ability to perform a job without regard to gender, age, race, color, religion, national origin, sexual orientation, veteran status, marital status, or disability. It is our policy to maintain a non-discriminatory environment free from intimidation, harassment or bias based upon these grounds.*

# DETROIT PREP

Detroit Prep exists to provide a world-class, equitable education that will give all students a foundation of academic excellence and character development while fostering a love of learning and passion for exploring and fulfilling their extraordinary potential as learners, leaders, and world-changers.

## GUIDING PRINCIPLES AND MINDSETS

- **Our work is active.** We learn by doing and getting our hands dirty. Students are scientists, urban planners, historians, and activists, investigating real community problems and collaborating with peers to develop creative, actionable solutions. Adults are active guides of student learning and active members of their professional learning community.
- **Our work is inclusive and equitable.** Students and adults celebrate the diverse backgrounds of their peers. School leaders work to recruit and attract a population of families and faculty that represents different socio-economic, racial, and ethnic backgrounds.
- **Our work is excellent.** Students at all levels are pushed and supported to do more than they think they can. Excellence is expected in the quality of their work and thinking. School leaders, teachers, students, and families share rigorous expectations for quality work, achievement, and behavior.
- **Our work is reflective.** Students and adults reflect as they triumph and as they stumble. Students and adults offer direct and sensitive feedback to their peers. Trust, respect, responsibility, and joy in learning permeate the school culture.

## POSITION OVERVIEW: FOUNDING LEAD TEACHER

**We are looking for extraordinary leaders and learners to join our team who:**

- Teach to give students a strong foundation of academic excellence,
- Foster the social-emotional and character development of young learners,
- Build a love of learning in all students,
- Engage families as partners in our students' education,
- Commit to constant learning, reflection, and improvement of their own practice,
- Bring their passions, personalities, humor, and joy to school every day,
- Thrive in a start-up environment, and
- Are committed to equity and the belief that all children in Detroit can reach their full potential.

A Lead Teacher at Detroit Prep is responsible for the educational and social-emotional outcomes for each student in his or her crew. Lead Teachers embrace their work with students, families, colleagues, and school leaders toward achieving our collective mission and goals. A Lead Teacher is responsible

for teaching all core academic disciplines including language arts, social studies, science and mathematics. Lead Teachers report to the Head of School.

## **PRIMARY RESPONSIBILITIES**

### **Curriculum/Instruction**

- Implement the principles and components of Expeditionary Learning and the Responsive Classroom model. Teachers in their first year at Detroit Prep are expected to commit to learning these models by attending various professional development meetings and conferences held throughout the summer and school year.
- Work with the Head of School/EL school designer to plan two interdisciplinary learning expeditions per year using an agreed upon framework. Expeditions should be designed to teach core grade level content and skills and should be anchored by authentic and well-designed projects. Expeditions should also include meaningful fieldwork and service opportunities.
- Work with inclusion staff to plan for and meet the needs of students with Individual Education Plans (IEPs) and English Language Learners (ELLs). Differentiate instruction and provide accommodations and supports as needed. Actively seek to improve knowledge and skills to better address the needs of special education students and ELLs.
- Implement a balanced literacy program that includes daily instruction and practice in reading and writing. As appropriate to the grade level and needs of individual students, implement the strategies and structures of guided reading. Support student literacy(reading, writing, speaking, listening) across the curriculum.
- Incorporate diversity and multi-cultural content into curriculum and instruction throughout the year in big and small ways. Ensure that all students see their culture(s) represented in curriculum and materials.
- Develop and revise clear criteria and standards for quality work and regularly examine student work to ensure that it meets increasingly higher standards of quality.
- Align curriculum vertically and within grade-level expectations based on Common Core standards to ensure students have access to an equitable education.

### **Assessment/Accountability**

- Conduct ongoing assessment of student work using multiple assessment tools including anecdotal records, performance assessments with rubrics, exams, and individualized assessments as appropriate. Use assessment data to plan for instruction and to set short and long-range goals. Ensure collection and submission of data.
- Regularly analyze student data to improve and adjust instruction, insure equity, and make program recommendations and improvements.

### **Social Curriculum/School Culture**

- Create and maintain a physically and emotionally safe environment for students. Communicate respectfully to students at all times. Model, practice and discuss respectful, unbiased and effective communication with students.
- Uphold and support the school-wide discipline policies. Document serious and less serious infractions to the policies and seek help and support from colleagues and administrators when discipline concerns arise.

- Structure a classroom environment that is developmentally appropriate, student-centered, print-rich and well organized. Involve students in the care and maintenance of the room.

### **Collaboration, Collegiality and Professionalism**

- Meet and plan at least weekly as a grade level to ensure consistency of program and curriculum implementation.
- Seek to resolve conflicts with colleagues as soon as they arise using the Detroit Prep staff norms. Seek support from the Head of School when needed.
- Make classrooms open to visits from other teachers, administrators, family members, prospective families and visitors to the school in ways that are not disruptive to student learning. Involve students in welcoming visitors and communicating about the program.

### **Professional Development**

- Participate in weekly Professional Development meetings and contribute to sessions by sharing ideas and student work, offering feedback, and facilitating some sessions or discussions.
- Participate in a three-week summer professional development before students begin in the fall.
- Participate in professional development as needed or suggested by coach and/or Head of School.
- Taking all next steps aligned with Professional Development.

### **Parent Communication and Involvement**

- Conduct student led conferences with parents three times per year for the purpose of sharing assessments and student work and making recommendations. Support students in sharing work with their parents.
- Keep parents informed about classroom activities and units of study through on-going communication that includes weekly or bi-weekly newsletters and regular updates.
- Support parents in understanding the instructional approach at Detroit Prep through regular communication. Assist with planning and facilitating at least one parent workshop per year.
- Offer opportunities for families to be involved in and out of the classroom.

### **Other Professional Responsibilities**

- Attend and participate in school events. Teachers will be asked to attend at least two community meetings or events per year.
- Check voicemail and e-mail daily and respond promptly to requests from parents, administrators and colleagues.
- Supervise students during lunch and recess times according to an agreed upon schedule.

## **QUALIFICATIONS**

- **Dedication to our mission:** A steadfast belief that all students can achieve at the highest levels, regardless of demography.
- **Determination:** A willingness to make things happen and a sense of urgency around educational equity for all students.
- **Strong communication:** The ability to communicate in a direct and sensitive fashion with students, parents, and colleagues.

- **Team player:** A desire to work in a team-oriented environment and collaborate with colleagues.
- **Growth mindset:** An ability to receive frequent feedback with humility and a strong desire to grow and develop as an educator.
- **Reflective attitude:** An ability to constantly reflect on student data as well as personal areas of strength and growth.
- **Flexibility:** Willingness to work in an ever-changing field and face challenges with a positive attitude
- **Professional integrity:** A personal alignment with the values and ethical standards of Detroit Prep.
- Bachelor's degree (required), Master's Degree (preferred)
- At least 2 years prior teaching experience, in an EL school or project based environment preferred
- A current teaching certificate (required)
- Strong technical skills (required)

#### WHAT IT MEANS TO WORK AT DETROIT PREP:

- Being an active participant as we develop our school culture and environment
- Having a deep commitment to social justice and equity for all children
- Engaging in significant curriculum development work
- Working hard to provide results for our students
- Working with a diverse student body
- Welcoming visitors who are interested in our school
- Being challenged to examine your work in order to increase student achievement
- Engaging in a deep and meaningful way with the parents/guardians of all students at Detroit Prep
- Having extraordinarily high expectations for all students, staff, and faculty at Detroit Prep
- Being supported by your peers, Head of School, Executive Director, and Board

#### HIRING PROCESS AND TIMELINE

**January - April 2016** // Resumes and cover letters accepted. 30-minute phone interviews scheduled and conducted. Site visits and in-person interviews scheduled.

**Early April 2016** // Site visits and in-person interviews conducted.

**Late April 2016** // Job offer extended to selected candidate.

**May - June 2016** // On site training and observation days.

**To apply, submit a cover letter and resume to: [careers@detroitprep.org](mailto:careers@detroitprep.org)**



**To apply, submit a cover letter and resume to: [jen@detroitprep.org](mailto:jen@detroitprep.org)**

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# DETROIT PREP

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## GUIDING PRINCIPLES AND MINDSETS

- **Our work is active.** We learn by doing and getting our hands dirty. Students are scientists, urban planners, historians, and activists, investigating real community problems and collaborating with peers to develop creative, actionable solutions. Adults are active guides of student learning and active members of their professional learning community.
- **Our work is inclusive and equitable.** Students and adults celebrate the diverse backgrounds of their peers. School leaders work to recruit and attract a population of families and faculty that represents different socio-economic, racial, and ethnic backgrounds.
- **Our work is excellent.** Students at all levels are pushed and supported to do more than they think they can. Excellence is expected in the quality of their work and thinking. School leaders, teachers, students, and families share rigorous expectations for quality work, achievement, and behavior.
- **Our work is reflective.** Students and adults reflect as they triumph and as they stumble. Students and adults offer direct and sensitive feedback to their peers. Trust, respect, responsibility, and joy in learning permeate the school culture.

## POSITION OVERVIEW: FOUNDING ARTS INSTRUCTOR

**We are looking for extraordinary leaders and learners to join our team who:**

- Teach to give students a strong foundation of academic excellence,
- Foster the social-emotional and character development of young learners,
- Build a love of learning in all students,
- Engage families as partners in our students' education,
- Commit to constant learning, reflection, and improvement of their own practice,
- Bring their passions, personalities, humor, and joy to school every day,
- Thrive in a start-up environment, and
- Are committed to equity and the belief that all children in Detroit can reach their full potential.

The Arts Instructor at Detroit Prep is responsible for teaching daily visual arts classes to kindergarten and first grade students. In addition, the Arts Instructor will perform a variety of tasks to holistically support students and the school community (e.g. when requested, greeting students at arrival, covering lunch duty, and/or meeting with small reading groups.) The Arts Instructor collaborates with classroom

teachers on an evolving set of projects within the scope of Expeditionary Learning. The Arts Instructor reports to the Principal.

## **PRIMARY RESPONSIBILITIES**

### **Curriculum/Instruction**

- Implement the principles and components of Expeditionary Learning and the Responsive Classroom model. Teachers at Detroit Prep are expected to commit to learning these models.
- Teach daily visual arts classes.
- Plan challenging and engaging lessons and experiences for students to help students achieve content and curriculum standards. Ensure that lessons have multiple entry points and support structures so that children with different abilities and learning styles are successful.
- Work with inclusion staff to understand the needs and goals of students with Individual Education Plans(IEPs) and English Language Learners(ELLs). Differentiate instruction and provide accommodations and supports as needed.
- Utilize a workshop model as the main format for instructional time. Keep whole group and lecture style lessons to a minimum.
- Work to help plan, develop and refine the arts curriculum to address both local and national standards and motivate students to participate in the arts. Ensure the arts curriculum reflects the diversity of the student population and the importance of art in different cultures and time periods.
- Plan an annual arts expedition using an agreed upon framework. Expeditions should be designed to teach core grade level content and skills and should be anchored by authentic and well-designed projects. Expeditions should also include meaningful fieldwork and service opportunities.
- Develop strong long-range plans including a curriculum map for the year. Provide plans to the Principal and share with other staff as needed.
- When not engaged in an arts expedition, work with teaching teams to plan projects and activities related to classroom learning expeditions.
- Incorporate diversity issues and multi-cultural content into instruction throughout the year in big and small ways. Ensure that all students see their culture(s) represented in curriculum and materials.
- Develop and revise clear criteria and standards for quality work and regularly examine student work to ensure that it meets increasingly higher standards of quality.
- Display student work documenting the process that went into creating the work. Involve students in developing and creating displays.
- Ensure students have regular opportunities to share their work with others through Community Crew and other performances and/or showcases of work. Work with the arts team and/or teaching teams to plan exhibitions of student work.

### **Assessment**

- Conduct ongoing assessment of student work using multiple assessment tools including anecdotal records, student performances, reflections, and performance assessments with rubrics as appropriate. Use assessment data to plan for instruction and to set short and long-range goals.

- Regularly analyze student data to improve instruction, insure equity and make program recommendations and improvements.
- Utilize assessment for learning strategies to engage students in assessing their own understanding and mastery. Involve students in using learning targets for this purpose.
- Plan for the collection of portfolio items outlined in the criteria for portfolio collection established by the teaching staff. Support students in selecting and reflecting on arts pieces for their portfolio. Work with the teaching teams to coordinate the process.

#### **Social Curriculum/School Culture**

- Create and maintain a physically and emotionally safe environment for students.
- Communicate respectfully to students at all times. Model, practice and discuss respectful, unbiased and effective communication with students.
- Involve students in creating classroom rules. Establish and consistently apply logical consequences for not following them.
- Uphold and support the school-wide discipline policies. Document serious and less serious infractions to the policies and seek help and support from colleagues and administrators when discipline concerns arise.

#### **Collaboration, Collegiality and Professionalism**

- Communicate and plan regularly with teaching teams to best meet the needs of individual students and bring the arts into learning expeditions. Meet formally with each team at least twice per semester.
- Seek information and support from the Director of Student Services to best support students in classes with special needs. Attend child study meetings as needed or required.
- Be on time for classes, duties, team meeting and professional development activities.
- Communicate about and plan for absences in advance with teaching teams and the Principal.
- Seek to resolve conflicts with colleagues as soon as they arise. Seek support from the Principal when needed.
- Make classes open to visits from other teachers, administrators, family members,
- prospective families and visitors to the school in ways that are not disruptive to student learning. Involve students in welcoming visitors and communicating about the program.

#### **Professional Development**

- Participate in weekly Professional Development Time and contribute to sessions by sharing ideas and student work, offering feedback, and facilitating some sessions or discussions.
- Participate in peer observation using protocols established and agreed upon by staff.
- Participate in a Summer Professional Development held two weeks before students return.
- Set professional development goals with the Principal. Seek out opportunities for professional development that will lead to achieving goals.

#### **Parent Communication and Involvement**

- Work with other arts teachers to communicate with parents about the arts program.
- Complete narrative progress reports for students two times per year using the reporting procedures agreed upon by the teaching staff and the principal.
- Collaborate as needed with other teachers.
- Meet with parents as requested to share information about student progress.
- Contact parents immediately when concerns arise about student performance or work completion.

- Involve parent volunteers in the classroom in ways that meet the needs of the class and utilize the strengths, talents, and interests of volunteers.
- Support parents in understanding the instructional approach at Capital City through regular communication. Assist with planning and facilitating at least one parent workshop per year.

#### **Other Professional Responsibilities**

- Seek arts partnerships that will benefit the students and the school.
- Attend and participate in school events.
- Check voicemail and e-mail daily and respond promptly to requests from parents, administrators and colleagues.
- Supervise students during lunch and recess times according to an agreed upon schedule.
- Sign-in daily and keep up to date attendance sheets for tracking leave.

### **QUALIFICATIONS**

- **Dedication to our mission:** A steadfast belief that all students can achieve at the highest levels, regardless of demography.
- **Determination:** A willingness to make things happen and a sense of urgency around educational equity for all students.
- **Strong communication:** The ability to communicate in a direct and sensitive fashion with students, parents, and colleagues.
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- A current teaching certificate (required)
- Strong technical skills (required)

### **WHAT IT MEANS TO WORK AT DETROIT PREP:**

- Being an active participant as we develop our school culture and environment
- Having a deep commitment to social justice and equity for all children
- Engaging in significant curriculum development work
- Working hard to provide results for our students
- Working with a diverse student body
- Welcoming visitors who are interested in our school

- Being challenged to examine your work in order to increase student achievement
- Engaging in a deep and meaningful way with the parents/guardians of all students at Detroit Prep
- Having extraordinarily high expectations for all students, staff, and faculty at Detroit Prep
- Being supported by your peers, Head of School, Executive Director, and Board

**To apply, submit a cover letter and resume to: [jen@detroitprep.org](mailto:jen@detroitprep.org)**

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# DETROIT PREP

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## POSITION OVERVIEW: TEACHING FELLOW (GRADES K-4)

**We are looking for extraordinary leaders and learners to join our team who:**

- Teach to give students a strong foundation of academic excellence,
- Foster the social-emotional and character development of young learners,
- Build a love of learning in all students,
- Engage families as partners in our students' education,
- Commit to constant learning, reflection, and improvement of their own practice,
- Bring their passions, personalities, humor, and joy to school every day,
- Thrive in a start-up environment, and
- Are committed to equity and the belief that all children in Detroit can reach their full potential.

Teaching Fellows will assist with instruction and planning and fully participate in the life of one or more classrooms, depending on need and grade-level preference. The Teaching Fellow will begin the year in more of an assistant role, but will gradually move toward a co-teaching model as the year progresses. The Teaching Fellow will have significant opportunities to learn from the Lead Teachers and the entire Detroit Prep staff, as well as participate in outside professional development. If both parties agree that it is a good fit, the Teaching Fellow could then have the opportunity to transition to being a Lead Teacher at Detroit Prep the following school year. The Teaching Fellow will report to the Principal.

## PRIMARY RESPONSIBILITIES

### **Curriculum/Instruction**

- Support the Lead Teacher with instruction. Instructional duties and roles will be discussed and mutually agreed upon by the Teaching Fellow and Lead Teacher.
- Instructional duties may include: working with small groups of students, working individually with students, assessing student learning, and assisting with the planning and preparation of classroom lessons and activities.
- Support the implementation of the Expeditionary Learning and Responsive Classroom models. Teachers at Detroit Prep are expected to commit to learning these models.
- Support our inclusion program by meeting the individual needs of students as specified in student IEPs and in plans developed and discussed.
- Assist with the planning of learning expeditions and expedition projects.
- Assume lead teacher responsibilities when a Lead Teacher is absent.

### **Assessment/Accountability**

- Learn to administer schoolwide assessments and work with the Lead Teacher to complete assessments according to the school's schedule.
- Support the Lead Teacher as needed in preparing progress reports.

- Regularly analyze student data to improve instruction, insure equity and make program recommendations and improvements.

### **Social Curriculum/School Culture**

- Implement the principles of the Responsive Classroom.
- Create and maintain a physically and emotionally safe environment for students. Communicate respectfully to students at all times. Model, practice and discuss respectful, unbiased and effective communication with students.
- Uphold and support the school-wide discipline policies. Document serious and less serious infractions to the policies and seek help and support from colleagues and administrators when discipline concerns arise.

### **Collaboration, Collegiality and Professionalism**

- Meet at least twice weekly with the Lead Teacher to plan for instruction.
- Be on time for classes, duties, team meeting and professional development activities.
- Communicate about and plan for absences in advance with teaching partners and the Principal.
- Be welcoming to visitors.

### **Professional Development**

- Meet regularly with the Lead Teacher to reflect on progress and gain feedback.
- Observe in other classrooms to gain ideas and learn from other experienced educators.
- Participate in outside professional development activities to support school-wide and individual goals.
- Attend and participate in weekly professional development sessions held on Thursday afternoons.
- Participate in Detroit Prep's Summer Professional Development, held two weeks in August before students return.

### **Parent Communication and Involvement**

- Coordinate parent communication with the Lead Teacher.
- Work with the Lead Teacher to keep parents informed and involve parent volunteers.
- Participate in parent-teacher conferences.

### **Other Professional Responsibilities**

- Attend and participate in school events.
- Check voicemail and e-mail daily and respond promptly to requests from parents, administrators and colleagues.
- Assist as needed with the monitoring of lunch, recess and outdoor activities to ensure safety.

## **QUALIFICATIONS**

- **Dedication to our mission:** A steadfast belief that all students can achieve at the highest levels, regardless of demography.
- **Determination:** A willingness to make things happen and a sense of urgency around educational equity for all students.
- **Strong communication:** The ability to communicate in a direct and sensitive fashion with students, parents, and colleagues.
- **Team player:** A desire to work in a team-oriented environment and collaborate with colleagues.
- **Growth mindset:** An ability to receive frequent feedback with humility and a strong desire to grow and develop as an educator.
- **Reflective attitude:** An ability to constantly reflect on student data as well as personal areas of strength and growth.



- **Flexibility:** Willingness to work in an ever-changing field and face challenges with a positive attitude
- **Professional integrity:** A personal alignment with the values and ethical standards of Detroit Prep.
- Bachelor's degree (required)
- A current teaching certificate (required)
- Strong technical skills (required)

## WHAT IT MEANS TO WORK AT DETROIT PREP:

- Being an active participant as we develop our school culture and environment
- Having a deep commitment to social justice and equity for all children
- Engaging in significant curriculum development work
- Working hard to provide results for our students
- Working with a diverse student body
- Welcoming visitors who are interested in our school
- Being challenged to examine your work in order to increase student achievement
- Engaging in a deep and meaningful way with the parents/guardians of all students at Detroit Prep
- Having extraordinarily high expectations for all students, staff, and faculty at Detroit Prep
- Being supported by your peers, Head of School, Executive Director, and Board

## HIRING PROCESS AND TIMELINE

**January - April 2016** // Resumes and cover letters accepted. 30-minute phone interviews scheduled and conducted. Site visits and in-person interviews scheduled.

**Early April 2016** // Site visits and in-person interviews conducted.

**Late April 2016** // Job offer extended to selected candidate.

**May - June 2016** // On site training and observation days.

**To apply, submit a cover letter and resume to: [careers@detroitachievement.org](mailto:careers@detroitachievement.org)**

*Detroit Prep is dedicated to equal employment opportunities and fair labor practices. Detroit Prep provides equal employment opportunities to all individuals based on job-related qualifications, and the ability to perform a job without regard to gender, age, race, color, religion, national origin, sexual orientation, veteran status, marital status, or disability. It is our policy to maintain a non-discriminatory environment free from intimidation, harassment or bias based upon these grounds.*

# DETROIT PREP

Detroit Prep exists to provide a world-class, equitable education that will give all students a foundation of academic excellence and character development while fostering a love of learning and passion for exploring and fulfilling their extraordinary potential as learners, leaders, and world-changers.

## GUIDING PRINCIPLES AND MINDSETS

- **Our work is active.** We learn by doing and getting our hands dirty. Students are scientists, urban planners, historians, and activists, investigating real community problems and collaborating with peers to develop creative, actionable solutions. Adults are active guides of student learning and active members of their professional learning community.
- **Our work is inclusive and equitable.** Students and adults celebrate the diverse backgrounds of their peers. School leaders work to recruit and attract a population of families and faculty that represents different socio-economic, racial, and ethnic backgrounds.
- **Our work is excellent.** Students at all levels are pushed and supported to do more than they think they can. Excellence is expected in the quality of their work and thinking. School leaders, teachers, students, and families share rigorous expectations for quality work, achievement, and behavior.
- **Our work is reflective.** Students and adults reflect as they triumph and as they stumble. Students and adults offer direct and sensitive feedback to their peers. Trust, respect, responsibility, and joy in learning permeate the school culture.

## POSITION OVERVIEW: FOUNDING OFFICE & OPERATIONS MANAGER

**We are looking for extraordinary leaders and learners to join our team who:**

- Have an obsession with systems, organization, and efficiency,
- Communicate effectively and professionally,
- Maintain a safe, clean, and welcoming environment,
- Engage families, visitors, and other stakeholders as partners in our students' education,
- Commit to constant learning, reflection, and improvement of their own practice,
- Bring their passions, personalities, humor, and joy to school every day,
- Thrive in a start-up environment, and
- Are committed to equity and the belief that all children in Detroit can reach their full potential.

Serving as a vital member Detroit Prep's founding team, the Office & Operations Manager will work to provide responsive, service-oriented support for students, families, visitors, and staff. This individual will be the face of the school and will play a critical role in supporting a positive and nurturing school culture. Responsibilities will include greetings visitors, supporting recruitment, managing enrollment

paperwork, and communicating with families. The Office & Operations Manager will truly run the day to day at Detroit Prep – both the physical space and the important function it plays in a high performing school. Additionally, the Office & Operations Manager will assist the Head of School in creating and managing non-instructional systems. This operations work includes such functions as facilities, technology, scholar information, finance, human resources information, transportation, and food service.

## **PRIMARY RESPONSIBILITIES**

### **Student Information**

- Track daily student attendance in multiple information systems
- Create, maintain, and update student data and cumulative files/records
- Generate data and reports to trigger attendance/tardiness interventions
- Communicate with our local ISD (Wayne RESA) regarding all data and reports required from Detroit Prep to be compliant

### **Communication**

- Greet families and other visitors
- Coordinate mailings, automated phone calls, and other messages
- Perform general clerical duties including answering the main school phone line, distributing messages, and processing mail
- Keep families informed about school activities through on-going communication that includes posting weekly or bi-weekly newsletters and regular updates to phone messages.
- Offer opportunities for families to be involved outside of the classroom.

### **School Operations**

- Create an organized, service-oriented front office
- Create organized, clean storage areas with distinct sections for specific purposes (office materials, student materials, etc.)
- Manage collections of payments for meals, supplies, and uniforms
- Support food service data tracking and accounting

### **Student Services**

- Administer basic first-aid, distribute medication, and maintain student injury reports
- Supervise small groups of scholars before school, after school, and during activities

### **Collaboration, Collegiality and Professionalism**

- Seek to resolve conflicts with colleagues as soon as they arise using the Detroit Prep staff norms. Seek support from the Head of School when needed.
- Make classrooms open to visits from other teachers, administrators, family members, prospective families and visitors to the school in ways that are not disruptive to student learning. Involve students in welcoming visitors and communicating about the program.

### **Professional Development**

- Participate in a three-week summer professional development before students begin in the fall.

- Participate in professional development as needed or suggested by coach and/or Head of School.
- Take all next steps from weekly check-ins with Head of School.

### Other Professional Responsibilities

- Attend and participate in school events. Teachers will be asked to attend at least two community meetings or events per year.
- Check voicemail and e-mail daily and respond promptly to requests from parents, administrators and colleagues.
- Supervise students during lunch and recess times according to an agreed upon schedule.

## QUALIFICATIONS

- **Dedication to our mission:** A steadfast belief that all students can achieve at the highest levels, regardless of demography.
- **Determination:** A willingness to make things happen and a sense of urgency around educational equity for all students.
- **Strong communication:** The ability to communicate in a direct and sensitive fashion with students, parents, and colleagues.
- **Team player:** A desire to work in a team-oriented environment and collaborate with colleagues.
- **Growth mindset:** An ability to receive frequent feedback with humility and a strong desire to grow and develop as an educator.
- **Reflective attitude:** An ability to constantly reflect on student data as well as personal areas of strength and growth.
- **Flexibility:** Willingness to work in an ever-changing field and face challenges with a positive attitude
- **Professional integrity:** A personal alignment with the values and ethical standards of Detroit Prep.
- Bachelor's degree (required), Master's Degree (preferred)
- Strong technical skills (required)

## WHAT IT MEANS TO WORK AT DETROIT PREP:

- Being an active participant as we develop our school culture and environment
- Having a deep commitment to social justice and equity for all children
- Engaging in significant curriculum development work
- Working hard to provide results for our students
- Working with a diverse student body
- Welcoming visitors who are interested our school
- Being challenged to examine your work in order to increase student achievement
- Engaging in a deep and meaningful way with the parents/guardians of all students at Detroit Prep
- Having extraordinarily high expectations for all students, staff, and faculty at Detroit Prep

- Being supported by your peers, Head of School, Executive Director, and Board

**To apply, submit a cover letter and resume to: [jen@detroitprep.org](mailto:jen@detroitprep.org)**

*Detroit Prep is dedicated to equal employment opportunities and fair labor practices. Detroit Prep provides equal employment opportunities to all individuals based on job-related qualifications, and the ability to perform a job without regard to gender, age, race, color, religion, national origin, sexual orientation, veteran status, marital status, or disability. It is our policy to maintain a non-discriminatory environment free from intimidation, harassment or bias based upon these grounds.*

**SCHEDULE 7-4**

**METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT**

#### SCHEDULE 7-4

Grand Valley State University shall evaluate the success of the Academy by considering multiple areas of performance. A Comprehensive Performance Review (CPR) system will be established by Grand Valley State University Charter Schools Office and shall include, but not be limited to, the performance of the Academy in the areas of student performance, board governance, organizational performance, compliance reporting, facility conditions, fiscal strength and reporting and other pertinent performance data, as required by federal and state law, the authorizing contract, or desired by the authorizer for review.

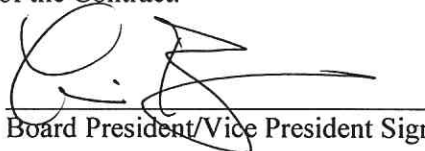
Included in the Comprehensive Performance Review shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the approved state standardized assessment designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to revoke, terminate, or not issue a new contract at the end of the Contract.

Date: 5/17/16

  
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the DETROIT PREP Board of Directors at a properly noticed open meeting held on the 17 day of MAY, 2016, at which a quorum was present.

\_\_\_\_\_  
Board Secretary

**SCHEDULE 7-5**

**ACADEMY'S ADMISSION POLICIES AND CRITERIA**





## **Admission & Enrollment Policy**

Admission to Detroit Prep shall be open to all age-appropriate children for grade levels offered in accordance with the Academy's charter contract without charge for tuition and without discrimination on the basis of intellectual or athletic abilities, measures of achievement or aptitude, disability, status as a handicapped person, homeless status, English proficiency, religion, creed, race, sex, color, national origin or any other basis that would be illegal for an existing school district. Admission shall comply with all applicable federal and state laws. Admission shall be limited to those students who are residents of the state, except a foreign exchange student.

### **DP Steps for Enrollment**

Step 1: A list with the name of each student who submitted an application during the Open Enrollment Period will be created. The list will include the student's name, birth date, grade level to which the student is applying, street address, and names and grade levels of any siblings who are also applying for admission to the school.

Step 2: Admission of Applicants Applying for Under and Over-Subscribed Grades // A neutral third-party person will perform a random selection of the names of each applicant. Any under-subscribed grades will be considered before the over-subscribed grades in descending order. After all under-subscribed grades have been identified, the order of the over-subscribed grades will be randomly selected. Once the grade order has been established, randomly selected students will be placed in available seats or on the waiting list in the applying grade if an offered seat is not available. If the selected student is accepted and has siblings who are also applying for admission, the siblings will be accepted if there are offered seats available or placed on the waiting list with sibling preference if offered seats are not available. If the selected student is placed on the waiting list and has siblings who are also applying, the siblings' names will not be selected at this time or granted sibling preference, but will wait until their grade level is selected.

Step 3: Waiting List Priority // Students will continue to be randomly selected until all names are selected. After a grade level's seats are full, all remaining names will be placed on the waiting list in the order in which they are selected. Applications received after the Open Enrollment

Period will be added to the end of the waiting list for the appropriate grade in the order in which they were submitted.

When a seat becomes available in a particular grade due to attrition, erosion, or other event, if that particular grade has a waiting list, that available seat will be filled by the first student on the waiting list for that particular grade. If a waiting list does not exist for that particular grade, but exists for another grade, the school may (subject to applicable enrollment limits and board approved offered seats) fill the available seat using the first student on the waiting list in a different grade, the grade deemed most beneficial to student and school considering class size, teacher capacity, and other school operational factors.

Any parent or guardian who wishes to contest or appeal any aspect of the random selection process may do so in writing to the school's board of directors sent to the school's address. Following receipt of the parent's written appeal, a representative of the board of directors will contact the parent to discuss the nature of the concern or objection. Final decisions will be made by the board of directors or its designee.

### **DP Application Procedures**

Interested parties may obtain applications:

- on the school's website accessed through [www.detroitprep.org](http://www.detroitprep.org)
- by emailing [jen@detroitprep.org](mailto:jen@detroitprep.org) to have an application mailed to them
- by calling 313.468.9518 to have an application mailed to them

Applications will be mailed or e-mailed to anyone requesting an application by e-mail.

Applications for the current school year will be accepted until the end of the current school year and available seats will be filled. Applications for the subsequent school year are received during and after the Open Enrollment Period. If applications received during the Open Enrollment Period exceed offered seats in any grade level ("over-subscribed grades"), a random selection process will take place for all grade levels including under-subscribed grade levels. If applications received are fewer than offered seats in each and every grade level ("under-subscribed grades"), all eligible applicants will be accepted and a random selection process will not be conducted.

All applications received after the Open Enrollment Period will not be eligible to participate in the random selection process, and will be added to the end of the accepted list if offered seats are still available after the random selection process, or to the resulting waiting list created at the time of the random selection process.

Accepted applicants must confirm their intent to attend the school within four weeks of acceptance by returning certain initial forms, including an Admissions Form and an Official Release of Records Form. The school will send letters to parents reminding them of this obligation in order to enroll their child. The school will send all applicants a postcard to inform

parents that if the student does not attend the first day of school or call in to request an excused absence by the date and time indicated, the student will forfeit his/her registered status in the school and will not be enrolled. The school may attempt to call all applicants who have not responded to inquire whether the applicant is still planning to attend.

Once students are enrolled and remain enrolled, they will remain eligible to be re-enrolled at the school for successive years without having to reenter the random selection process. However, they will be requested to complete a re-enrollment form by the end of the Open Enrollment Period showing intent to re-enroll for the subsequent school year. All applicants on a waiting list must resubmit an application for the following school year during the next Open Enrollment Period.

### **Standby Opportunity Plan**

The Standby Opportunity Plan (SOP) is a procedure by which the school may decide to revise its waiting list on the first day of school. If the school follows this procedure, the school will send all applicants on the waiting list a registration card prior to the first day of school. To be included in the SOP, the applicant must return the card to the school by 1:00 p.m. on the first day of school, providing phone numbers where the applicant can be reached the first day of school between the times listed on the card. In the event of an offered seat becoming available, the school will attempt to reach the parent participating in the SOP and offer the seat. If the school cannot reach the parent at the phone numbers and during the times provided on the card, the school will contact the next person on the waiting list who is participating in the SOP. If a student participates in the SOP and a seat is not available for them, they may receive a higher waiting list priority than those students who did not

### **Random Selection Process**

The random selection process shall be open to the public, and the school will notify all applicants of the time and place. A neutral third party person will be present during the random selection process. This person will not be related to any student, staff member, anyone applying to the school, or an DP employee. Names will be randomly selected until all offered seats have been filled. Any remaining names will be randomly selected to establish waiting list priority used to fill offered seats prior to and during the school year for which the student applied. After all eligible names have been randomly selected, the school will add the names of applicants who submitted applications after the Open Enrollment Period in the order in which they were received. The random selection process will be video recorded. In the event of any discrepancy, the video recording will be the official record of placement of Class Size and Offered Seats

Class size and offered seats will be recommended by DP and submitted to the school board of directors for approval at the Annual Meeting each year. The number of classrooms may fluctuate in the event the number of students enrolled, budget, hiring, or facility constraints warrants the increase or decrease in the number of classrooms.

### **Enrollment Preferences**

Enrollment preference is first given to currently enrolled students. Next preference is given to the following ordered categories of applicants:

- Siblings of currently enrolled students
- Siblings of students selected in the random selection process
- Children of salaried DP staff or Board members
- All remaining applicants

If permitted by law, other enrollment preferences may be granted. If a student is selected for a grade level that still has offered seats available and the student has a sibling applying for a grade that no longer has offered seats available, the student will be accepted for his/her grade level and the student's sibling will be placed on the waiting list for his/her grade level with sibling preference. Therefore, while sibling preference applies, siblings are not guaranteed a seat.

The Academy will remove barriers to the enrollment and retention in school of children and youth experiencing homelessness by developing and implementing practices and procedures consistent with the McKinney-Vento Homeless Education Assistance Act and applicable state law. The school will ensure that all identified homeless children and unaccompanied youth receive a free and appropriate education and are given meaningful opportunities to succeed. Detroit Prep will comply with all applicable federal and state laws related to admissions and enrollment.

### **Non-Discrimination**

The school will not discriminate on the basis of intellectual or athletic abilities, measures of achievement or aptitude, disability, status as a handicapped person, homeless status, English proficiency, religion, creed, race, sex, color, national origin or any other basis that would be illegal for an existing public school.

### **Open Enrollment Period and Notice**

The "Open Enrollment Period" for the first year of operation will be determined prior to June 30 by the Board and included in the notice of Open Enrollment. In all subsequent years, the Open Enrollment Period is from the first day of school of the current school year until 5:00 p.m. on the last day of business in February of the current school year. Notice of the Open Enrollment Period and application process will be designed to inform the persons most likely to be interested in the school.

The school will provide notice of open enrollment by (a) printing a legal notice of the enrollment period in a local newspaper of general circulation; (b) mailing a written notice of the Open Enrollment Period and an application to all families who inquire about school enrollment; and (c) posting a written notice of the Open Enrollment Period at the school. In addition, notice may also be provided by airing a public service announcement on local media.

As part of the enrollment process, the school staff will communicate to meet with families, parents and students prior to the first day of school.

**SCHEDULE 7-6**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

# Detroit Prep

## 2016-2017

### School Year Calendar

#### August 16

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

#### September 16

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
						19

#### October 16

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					18

#### November 16

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
						20

#### December 16

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						17

#### January 17

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						16

#### February 17

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				
						14

#### March 17

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						22

#### April 17

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						15

#### May 17

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
						22

#### June 17

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
						22

#### July 17

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

#### August 17

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

#### September 17

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30



Early Release  
Full Day PD (No School)  
School Closed  
First Day of Class  
Last Day of Class  
Progress Reports  
Student Led Conferences  
Celebration of Learning

Sept.	9/5 Labor Day
	9/6 First Day of School
Oct.	10/14 Data Day-No School for Students
	10/17 Progress Report 1
	10/19-20 Celebrations of Learning
	10/27-28 PD-No School for Students
Nov.	11/21-23 Student-Led Conferences
	11/24-25 Thanksgiving Break
Dec.	12/23-12/30 Winter Break
Jan.	1/1-1/8 Winter Break
	1/16 Dr. Martin Luther King, Jr. Day
Feb.	2/1-2 Celebrations of Learning
	2/6 Progress Report 2
	2/18-26 Mid-Winter Break
Mar.	3/16-17 Student-Led Conferences
	3/31 Data Day-No School for Students
Apr.	4/15-4/21 Spring Break
May	5/29 Memorial Day
June	6/14-15 Celebrations of Learning
	6/22-23 Student-Led Conferences
	6/26 Progress Report 3
	6/30 Last Day of School

\*Fridays are early release at 1:45pm

\*\*First Fridays are Community Meetings at 8:15am

**185 Total Days**

	Regular Schedule	Early Dismissal	Collaboration Schedule	
8:00	Arrival begins	Arrival begins	Arrival begins	
8:15	Breakfast	Breakfast	Breakfast	
8:30	Morning Math	Morning Math	Morning Math	
8:45		Community Meeting		
9:00	Morning Meetin		Morning Meetin	
9:15	Shared Reading	Shared Reading	Shared Reading	
9:30				
9:45				
10:00	Math Workshop	Math Workshop	Math Workshop	
10:15	Snack/Break	Snack/Break	Snack/Break	
10:30				
10:45	Reader's Workshop	Reader's Workshop	Reader's Workshop	
11:00				
11:15				
11:30		Writer's Workshop		
11:45	Special		Special	
12:00				
12:15	Recess	Recess	Recess	
12:30				
12:45	Lunch	Lunch	Lunch	
1:00		Storytime		
1:15	Writer's Workshop	Closing Crew		
1:30		Dismissal	Special	
1:45				
2:00			Writer's Workshop	
2:15	Expedition			
2:30				
2:45				
3:00	Choice Time		Choice Time	
3:15	Storytime		Storytime	
3:30	Closing Crew		Closing Crew	
3:45	Dismissal	PD	Dismissal	

**SCHEDULE 7-7**

**AGE/GRADE RANGE OF PUPILS ENROLLED**





In 2016-2017, Detroit Prep will enroll kindergarteners (age 5) and first graders (age 6.) Additional grades will be added each year in accordance with the charter contract.

**SCHEDULE 7-8**

**ADDRESS AND DESCRIPTION OF PROPOSED PHYSICAL PLANT; LEASE  
OR DEED FOR PROPOSED SITE; OCCUPANCY CERTIFICATE**



Detroit Prep is leasing 7,500 square feet of space located in the garden level of Iroquois Avenue Christ Lutheran Church.

The facility is three stories and brick. The lease premises consists of approximately 7 classrooms, a common area, two administrative office spaces, a gymnasium, an outdoor fenced play space, and a 50-car parking lot.

Our address is:  
Detroit Prep  
2411 Iroquois  
Detroit, MI 48214

## LEASE AGREEMENT

This Lease Agreement (this “**Lease**”) is entered into on February 11th, 2016, and is by and between IROQUOIS AVENUE CHRIST EVANGELICAL LUTHERAN CHURCH, U.A.C. (UNALTERED AUGSBURG CONFESSION) OF DETROIT, MICHIGAN, a Michigan ecclesiastical corporation, with registered offices at 2411 Iroquois, Detroit, Michigan, 48214 (“**Landlord**”) and DETROIT PREP, a Michigan nonprofit corporation, with registered offices at 7000 W. Outer Drive, Detroit, Michigan, 48235 (“**Tenant**”).

### Agreement

For valuable consideration, the parties agree as follows:

1. **Basic Lease Definitions.** The following defined terms will be used throughout this Lease:

- (a) Lease Date means the date specified in the preamble.
- (b) Communications for Landlord means: 2411 Iroquois, Detroit, Michigan, 48214; attn.: Jeannette Marble; email: iroquoischrist@yahoo.com .
- (c) Communications for Tenant means: 7000 W. Outer Drive, Detroit, Michigan, 48235; attn.: Kyle Smitley ; email: kyle@detroitachievement.org.
- (d) Premises means the areas specified below in the building and on the lands of property located at 2411 Iroquois, Detroit, Wayne County, Michigan, 48214:
  - Lower level of the building consisting of 7,500 square feet (this does not include the non-classroom space in the lower level which shall be used by Landlord for Sunday School from 9:30 a.m. to 11:30 a.m. each Sunday).
  - Parking lot located across the street.
  - Gymnasium, with times limited to Mondays through Fridays, 8:00 a.m. to 4:00 p.m., except if Landlord provides written notice that the gymnasium is not available at least two (2) weeks in advance; provided, however, that Landlord shall not provide written notice more than 4 times during any month; provided, further, that notwithstanding the foregoing, the gymnasium is not available to Tenant from 9:00 a.m. to 12:30 p.m. up to but no more than three (3) Fridays per month, and from 9:00 a.m. to 1:00 p.m. up to but no more than two (2) Tuesdays per month.
  - Outdoor play space.

- (e) Term means twenty five (25) months.
- (f) Lease Year 1 means the period beginning on June 1, 2016, and ending on June 30, 2017; Lease Year 2 means the period beginning on July 1, 2017, and ending on June 30, 2018 (Lease Year 1 = 13 months; Lease Year 2 = 12 months).
- (g) Commencement Date means June 1, 2016.
- (h) Expiration Date means June 30, 2018.
- (i) Annual Base Rent means \$45,000 for Year 1 and \$52,500 for Year 2.
- (j) Monthly Installment of Base Rent means \$3,750 for Year 1 and \$4,375 for Year 2.
- (k) Advance Rent means the rent to be paid by Tenant to Landlord upon signing this Lease in the amount of \$15,000, and shall apply to Monthly Installment of Base Rent for the months of June through September 2016.
- (l) Security Deposit means \$3,750.
- (m) Designated Use means for use as a public charter school academy.
- (n) Applicable Laws means all statutes, codes, ordinances, administrative rules, regulations, and orders or directives of any governmental authority.

2. **Premises and Delivery of Premises.** Landlord hereby leases the Premises to Tenant. Landlord shall deliver possession of the Premises to Tenant by no later than May 1, 2016. By no later than April 30, 2016, (a) all personal property shall be removed from the lower level of the Premises and the lower level shall be in a good, clean and sanitary condition, and (b) Landlord shall provide to Tenant written evidence that the fire suppression/sprinkling system is in good working order and condition, and has been certified as such by all applicable governmental agencies and departments. In the event that either (a) or (b) above has not been timely completed, Tenant shall have the option to terminate this Lease and receive from Landlord a return of the Security Deposit and Advance Rent.

3. **Term.** The term of this Lease commences on the Commencement Date and expires on the Expiration Date, unless otherwise terminated or extended as provided in this Lease.

4. **Rent.** Landlord acknowledges receipt of the Advance Rent by Tenant, which is Monthly Installment Base Rent for the months of June through September 2016. Beginning on October 1, 2016, and continuing through June 2018, Tenant will pay Landlord the Annual Base Rent. The Annual Base Rent will be paid by Monthly Installment of Base Rent, to the order of Landlord, in advance, on the first day of each calendar month, at Landlord's office or any other place that Landlord designates in writing. Any Monthly Installment of Base Rent that is not received within five (5) days after it is due will bear interest at two percent (2%) per annum.

5. **Holding Over.** If Tenant remains in possession of the Premises after the Expiration Date, it will occupy the Premises as a holdover tenant on a month-to-month basis and will be subject to all the covenants of this Lease to the extent they can be applied to a month-to-month tenancy, except that the Monthly Installment of Base Rent for each month of the holdover will be equal to the Monthly Installment of Base Rent payable during the last month of the Term.

6. **Quiet Enjoyment.** Landlord covenants and agrees with Tenant that upon Tenant paying the rent and observing and performing all the terms, covenants and conditions of Tenant's part to be performed and observed, Tenant may peaceably and quietly enjoy the Premises for the full term hereof.

7. **Use of the Premises.** The Premises will be used for the Designated Use and for no other purpose. Tenant will not use the Premises in any manner that violates the Applicable Laws.

8. **Maintenance and Repairs.** Landlord shall maintain and make repairs to the roof, structure, foundation, heating and air conditioning, and mechanical systems (including electrical and plumbing) of the building including the Premises, and shall keep in good order and condition all areas of the building used by Landlord. Landlord shall replace broken glass windows and doors in the building and the Premises, unless such breakage is caused by the acts or negligence of Tenant or Tenant's agents, invitees or employees. Tenant shall maintain and keep in good condition and repair the Premises, reasonable wear and tear excepted. Tenant shall be responsible for all damage to the Premises caused by the negligence or willful acts of Tenant or Tenant's agents, employees, and invitees.

9. **Alterations and Improvements.** Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld. All such alterations shall be paid for by Tenant and shall remain at the Premises upon termination of this Lease unless Landlord instructs Tenant to remove the same. Landlord acknowledges and hereby consents to the alterations and renovations to be completed by Tenant prior to September 1, 2016, which include removing carpet, refinishing and repairing terrazzo, painting walls and ceilings, and making general repairs to doors, toilets and the like.

10. **Utilities.** Landlord shall provide to the Premises and pay for the cost of all utilities supplied to the Premises during the Term, including without limitation heat and air conditioning, electric, and water and sewer; provided, however, that Tenant shall pay for Tenant's telephone and data communication services and equipment. Landlord shall not be responsible for any loss or interruption of utility services. In addition, Landlord shall provide, at no cost to Tenant, landscaping and grounds maintenance, snow removal, and light bulb replacement.

11. **Janitorial Services.** Tenant shall furnish, at its own expense, all janitorial services for the Premises. Landlord shall provide and pay for janitorial services for all other areas of the building, and shall keep, maintain and clean the gymnasium after its use by persons other than Tenant.

12. **Building Insurance.** Landlord shall, at Landlord's expense, cause the buildings and Landlord's improvements therein to be insured against loss or damage under a policy or policies of fire and extended coverage insurance.

13. **Tenant's Personal Property Insurance.** Any personal property, fixtures and improvements in or on the Premises shall be insured at Tenant's sole risk, and Tenant shall acquire such policy or policies of insurance thereon as Tenant in its best judgment shall determine.

14. **Insurance.** Tenant, at its sole cost and expense during the Term, shall maintain and keep in effect commercial general liability insurance in an amount not less than One Million and 00/100 (\$1,000,000.00) Dollars for injury to or death of one person, or not less than Two Million and 00/100 (\$2,000,000.00) Dollars for injury or death of more than one person, in any one accident or occurrence. The policy or policies of such insurance shall be written so as to include Landlord within the protection thereof, and shall name Landlord as an additional insured. Tenant agrees to deliver to Landlord at the inception of this Lease and within thirty (30) days after the receipt of a request, either a duplicate original or certificate of all policies procured by Tenant in compliance with its obligations hereunder, together with evidence of payment thereof, and including an endorsement which states that such insurance may not be cancelled except upon twenty (20) days written notice to Landlord.

15. **Waiver of Subrogation.** Each party, for itself and on behalf of its insurance carrier, waives any right or cause of action for any loss of or damage to any of its property (whether or not such loss or damage is due to the fault or negligence of the other party or anyone for whom that other party may be responsible), which loss or damage is covered by fire and extended coverage insurance or similar policies covering real property or personal property, to the extent that the loss or damage is recovered under the insurance policies.

16. **Indemnification.** Tenant hereby indemnifies, defends and holds Landlord harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including reasonable attorneys' fees and expert witness fees, arising out of or in connection with Tenant's use and occupancy of the Premises. This indemnification does not apply or extend to liability for damages resulting from the negligence or intentional misconduct of Landlord. Landlord hereby indemnifies, defends and holds Tenant harmless from and against any and all claims, counterclaims, lawsuits, debts, demand, actions, judgments, liens, liabilities, costs and expenses, including reasonable attorneys' fees and expert witness fees, arising out of or in connection with the use by Landlord or others of the gymnasium and all areas of the building other than the Premises. This indemnification does not apply or extend to liability for damages resulting from the negligence or intentional misconduct of Tenant.

17. **Damage or Destruction - Fire or Other Cause.** In the event of a partial destruction of the Premises, Landlord shall, as promptly as possible, unless Landlord shall elect not to rebuild, repair the same, provided such repairs can reasonably be made within sixty (60) days (or within such other period as Landlord and Tenant may agree upon) from said destruction or damage under normal working conditions, and pursuant to applicable law, ordinances, and regulations. In such case, this Lease shall not be terminated, but the Monthly Installment of Base Rent shall be abated proportionately for such portion of said Premises as are not reasonably usable during the period while repairs are being made. In the event that such repairs cannot reasonably be made within sixty (60) days time (or such other period as Landlord and Tenant may agree upon), or in the event Landlord shall elect not to rebuild or repair the same, either party at its option may terminate this Lease upon written notice to the other and all obligations shall be terminated. In any event, the destruction of substantially all of the Premises shall cause this Lease to automatically terminate, without the requirement of notice.



18. **Eminent Domain.** If fifteen percent (15%) or more of the Premises is taken through eminent domain, including a conveyance in lieu of a taking, this Lease will automatically terminate as of the date that Landlord or Tenant is notified of the taking. Notwithstanding this termination, Tenant is required to pay rent through the date that it actually surrenders possession of the Premises. If Landlord is notified in writing by a condemning agency that less than fifteen percent (15%) of the Premises will be taken through eminent domain, Landlord may terminate this Lease by providing written notice to Tenant. Within fifteen (15) days after Landlord notifies Tenant that Landlord is terminating this Lease, Tenant must surrender possession of the Premises to Landlord. After Tenant surrenders possession, the parties' obligations under this Lease are terminated. If Landlord does not exercise its termination option within fifteen (15) days after being notified of the taking, then the option to terminate lapses and this Lease continues in full effect. If any portion of the Premises is taken through eminent domain, including a conveyance in lieu of a taking, Landlord and Tenant agree that all compensation paid for the Premises, including any value of Tenant's leasehold interest in the Premises, will be paid to and be the property of Landlord. Tenant may seek compensation for any of its own trade fixtures, business interruption, going concern, moving expenses, and other items, provided that Tenant's compensation is not in diminution of Landlord's compensation for the Premises.

19. **Assignment and Subletting.** Tenant must not assign this Lease or sublet the Premises without the prior consent of Landlord, which consent will not be unreasonably withheld, conditioned or delayed.

20. **Subordination.** At Landlord's mortgagee's option, (a) any mortgage or mortgages now or later placed on Landlord's interest in the Premises may be subordinated to this Lease or (b) this Lease may be subordinated to any mortgage or mortgages now or later placed on Landlord's interest in the Premises. The mortgagee's option must be exercised by notice to Tenant. Tenant must execute and deliver, within fifteen (15) days after a request, any further instruments, in a form acceptable to the mortgagee, confirming subordination as requested by Landlord or Landlord's mortgagee.

21. **Security Deposit.** As of the Lease Date, Tenant must deposit the Security Deposit with Landlord. The Security Deposit will be used to secure Tenant's performance of this Lease. Landlord may commingle the Security Deposit with its own funds. If Tenant fails to pay Rent or otherwise commits a breach hereunder, Landlord may apply all or part of the Security Deposit to make the payment or cure the breach. Landlord's rights under this section are in addition to any other rights or remedies Landlord may have under the terms of this Lease or under Michigan law. If Landlord uses all or part of the Security Deposit, within thirty (30) days after demand by Landlord, Tenant must pay Landlord sufficient funds to restore the Security Deposit to its original amount. Any unused portion of the Security Deposit must be returned to Tenant, without interest, within fifteen (15) days of the later of (a) the termination of the Lease, (b) Tenant's surrender of the Premises, or (c) the return of the keys to Landlord.

22. **Default and Termination.** If Tenant shall default in making the Monthly Installment of Base Rent when due and shall not cure such default within ten (10) days, or shall default in the performance of any other covenant of this Lease and shall not cure such default within fifteen (15) days after written notice from Landlord specifying the default complained of (or, if such other default is of a nature that it cannot be cured within a fifteen (15) day period, and thereafter proceed diligently with the cure thereof) then in any such event Landlord may terminate this Lease at any time thereafter (before such default shall be cured) by giving written notice of the termination, and shall thereafter be entitled to evict Tenant. Tenant may terminate this Lease with sixty (60) days notice in writing to Landlord.

23. **Condition on Expiration.** On the Expiration Date, Tenant will promptly deliver all keys for the Premises to Landlord. Tenant will deliver the Premises broom clean and in the same condition as on the Commencement Date, reasonable wear and tear excepted. Any damage to the Premises resulting from the removal of trade fixtures or other items of personal property will be repaired at Tenant's expense. Tenant will remove its personal property and trade fixtures from the Premises within ten (10) days after termination. Tenant represents that it is Tenant's intention that all personal property and trade fixtures remaining on the Premises after termination are abandoned by Tenant. Landlord may sell, discard, or keep such personal property and trade fixtures as it deems appropriate in its sole discretion.

24. **Communications.** All notices, demands, requests, consents, and communications required or provided under this Lease (Communications) must be in writing. Any Communications from are deemed duly and sufficiently given if: (a) personally delivered; (b) mailed by U.S. mail, postage prepaid; (c) sent by professional delivery service; or (d) sent by email or facsimile. Communications sent by U.S. mail are deemed received on the next regular day for the delivery of mail after the day on which they were mailed.

25. **Access to Premises.** Landlord shall have the right to enter upon the Premises for the purpose of inspecting the Premises, preventing waste, loss, or destruction, removing obstructions, making such repairs or obligations as are necessary to protect the Premises, performing any of its duties and obligations under the terms and conditions of this Lease or to enforce any of Landlord's rights or powers under this Lease. Except in the case of an emergency, Landlord shall give Tenant twenty-four (24) hours advance notice as to the date and time of any proposed inspections, and Tenant shall be entitled to have an officer, director, or other employee of Tenant accompany Landlord during any such inspection.

26. **Signage.** Tenant shall provide and pay for signage for Tenant's Premises and operations therein. All signage must be approved by Landlord prior to installation and must comply with all applicable laws, ordinances, rules and regulations.

27. **Construction and Interpretation.** This Lease will be construed in accord with Michigan law. The use of the word *may* in describing the right of a party means that the party has the discretion, but not an obligation, to exercise that right. The use of the words *will* or *shall* in describing an obligation of a party means that the party must perform that obligation. The use of the words *include* or including is *intended* to be illustrative, not exhaustive. This Lease merges all proposals, negotiations, representations, agreements, and understandings with respect to the Lease. There are no representations with respect to the condition of the Premises or any other matter in any way related to the Premises or this Lease except as expressly set forth in this Lease. No rights, covenants, easements, or licenses may arise by implication. Reliance on any representation, omission, action, or inaction outside of this Lease is unreasonable and does not establish any rights or obligations on the part of either party. This Lease may only be modified or amended by a written document signed by Landlord and Tenant. There may be no oral modifications or amendments of this Lease, whether or not supported by consideration. If any covenant of this Lease is deemed to be invalid, illegal, or unenforceable, that covenant will be enforced to the fullest extent permitted by law, and the validity, legality, and enforceability of the remaining covenants will not in any way be affected or impaired.

28. **Authorized and Binding.** Tenant and each person executing this Lease on its behalf warrant and represent to Landlord that (a) Tenant is validly organized, existing, and authorized to do business under Michigan law; (b) Tenant has full power and lawful authority to enter into this Lease; and (c) the execution of this Lease by the individual who has signed below is legally binding on Tenant in accordance with its terms. Landlord and each person executing this Lease on its behalf warrant and represent to Tenant that (a) Landlord is validly organized, existing, and authorized to do business under Michigan law; (b) Landlord has full power and lawful authority to enter into this Lease; and (c) the execution of this Lease by the individual who has signed below is legally binding on Landlord in accordance with its terms. This Lease is binding on successors and assigns.

**LANDLORD**

IROQUOIS AVENUE CHRIST EVANGELICAL LUTHERAN CHURCH, U.A.C.  
(UNALTERED AUGSBURG CONFESSION) OF DETROIT, MICHIGAN, a Michigan  
ecclesiastical corporation

By: Council President

Name: Pierre R. Chatman

Its:

Karen E. Bell

**TENANT**

DETROIT PREP,  
a Michigan nonprofit corporation

By: 

Name: LEWIS BUTLER

Its: BOARD PRESIDENT